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15 **UNITED STATES BANKRUPTCY COURT**  
16 **NORTHERN DISTRICT OF CALIFORNIA**  
17 **OAKLAND DIVISION**

18 In re:  
19 THE ROMAN CATHOLIC BISHOP OF  
20 OAKLAND, a California corporation sole,  
21 Debtor.

22 Case No. 23-40523 WJL  
23 Chapter 11  
24 Judge: Hon. William J. Lafferty  
25 Date: TBD  
26 Time: TBD  
27 Place: United States Bankruptcy Court  
28 1300 Clay Street  
Courtroom 220  
Oakland, CA 94612

29 **DEBTOR'S PLAN OF REORGANIZATION**

30 ***DATED NOVEMBER 8, 2024***

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## INTRODUCTION

This Plan of Reorganization dated November 8, 2024 (as amended, modified or supplemented from time to time, the “Plan”), is proposed by The Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor in possession (the “Debtor” or “RCBO”) in the above-captioned chapter 11 bankruptcy case (the “Chapter 11 Case”). Holders of Claims (as those terms are defined below) may refer to the Disclosure Statement (as defined below) for a summary and description of the Plan and a discussion of the Debtor’s history, estate, assets, mission, operations, historical financial information, and projections of future operations. The Debtor is the proponent of this Plan within the meaning of Section 1129 of title 11 of the United States Code, as amended from time to time and as in effect during the Chapter 11 Case (the “Bankruptcy Code”).

11 ALL HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN  
12 ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR  
13 ENTIRETY BEFORE VOTING.

## **ARTICLE I** **DEFINITIONS AND RULES OF INTERPRETATION**

16        **1.1. Definitions.** As used in this Plan, unless defined in the above Introduction or elsewhere in  
17 the Plan, capitalized terms shall have the meanings set forth in this Section 1.1. Any term not otherwise  
18 defined herein but defined in the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure as  
19 amended from time to time and as in effect during the Chapter 11 Case (the “Bankruptcy Rules”) will  
20 have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable. The  
21 following definitions apply in this Plan:

22                   1.1.1. “**Abuse**” means sexual conduct or misconduct, sexual abuse or molestation, sexual  
23 exploitation, indecent assault and/or battery, rape, pedophilia, ephebophilia, sexually related psychological  
24 or emotional harm, humiliation, anguish, shock, sickness, disease, disability, dysfunction, or intimidation,  
25 any other sexual misconduct or injury, contacts or interactions of a sexual nature, including the use of  
26 photography, video, or digital media, or other physical abuse or bullying without regard to whether such  
27 physical abuse or bullying is of a sexual nature, between a child and an adult, between a child and another  
28 child, or between a non-consenting adult and another adult, in each instance without regard to whether such

1 activity involved explicit force, whether such activity involved genital or other physical contact, and whether  
2 there is or was any associated physical, psychological, or emotional harm to the child or non-consenting  
3 adult.

4           1.1.2. “**Abuse Claim**” means any Claim relating to, in whole or in part, directly or  
5 indirectly, an act of Abuse committed by any Person before the Effective Date for which the Debtor, a  
6 Non-Debtor Catholic Entity, or any of their respective agents, employees, or representatives is allegedly  
7 responsible. Except as otherwise provided herein, the term “Abuse Claim” includes Unknown Abuse  
8 Claims and Trust Claims but not Abuse Related Contribution Claims.

9           1.1.3. “**Abuse Claimant**” means a Holder of an Abuse Claim.

10           1.1.4. “**Abuse Claims Reviewer**” means the person identified in the Survivors’ Trust  
11 Documents to review and score all Abuse Claims except for those Abuse Claims held by Abuse Claimants  
12 who have elected to receive an Immediate Distribution, in accordance with the procedures set forth in the  
13 Survivors’ Trust Documents.

14           1.1.5. “**Abuse Insurance Policies**” means any insurance policy alleged in the Coverage  
15 Action or in any Abuse Claim Litigation (as defined in Section 9.8.4 of the Plan) to provide insurance  
16 coverage for any Abuse Claim.

17           1.1.6. “**Abuse Related Contribution Claim**” means any Person’s Claim against any other  
18 Person for contribution, indemnity, equitable indemnity, subrogation, or equitable subrogation, or  
19 reimbursement, or any other indirect or derivative recovery, arising because such Person has paid or  
20 defended against any Abuse Claim including but not limited to a joint tortfeasor or the like, but excluding  
21 any claim by an Insurer for contribution or similar relief.

22           1.1.7. “**Administrative Expense Claim**” means any right to payment constituting a cost  
23 or expense of administration of the Chapter 11 Case under Sections 503(b) and 507(a)(1) of the  
24 Bankruptcy Code, including, without limitation, any actual and necessary costs and expenses of preserving  
25 the Estate of the Debtor, any actual and necessary costs and expenses of the Debtor’s operations, and any  
26 indebtedness or obligations incurred or assumed by the Debtor in connection with the conduct of its  
27 business, but not including Fee Claims, Cure Claims, or U.S. Trustee Fees. Administrative Expense  
28 Claims are further described in in Section 3.1 below.

1                   1.1.8. “**Administrative Expense Claims Bar Date**” means the date that is 45 days after  
2 the Effective Date.

3                   1.1.9. “**Adventus**” means a California nonprofit public benefit corporation that is one of  
4 the Contributing Non-Debtor Catholic Entities.

5                   1.1.10. “**Affiliate**” shall have the meaning set forth in Section 101(2) of the Bankruptcy  
6 Code.

7                   1.1.11. “**Allowed**” means, with respect to any Claim, except as otherwise provided herein:  
8 (a) a Claim that is evidenced by a Proof of Claim Filed by the applicable Claims Bar Date, (b) a Claim for  
9 which a Proof of Claim is or shall not be required to be Filed under the Plan, the Bankruptcy Code, or a  
10 Final Order of the Court, (c) a Claim that is listed in the Schedules as not contingent, not unliquidated,  
11 and not disputed, and for which no Proof of Claim has been timely Filed, or (d) a Claim Allowed pursuant  
12 to the Plan or a Final Order of the Court; provided, however, that with respect to a Claim described in  
13 clauses (a), (b), and (c) above, such Claim shall be considered Allowed only if no objection to its  
14 allowance has been made before the Claims Objection Deadline, or within such time fixed by the Plan,  
15 the Bankruptcy Code, the Bankruptcy Rules, or the Court.

16                  1.1.12. “**Assigned Insurance Interests**” means the following rights and interests of the  
17 Debtor in the Non-Settling Insurer Policies: (a) the right to receive insurance proceeds for any Abuse  
18 Claim (including any Unknown Abuse Claim) covered by the Non-Settling Insurer Policies; and (b) the  
19 right to pursue relief for all Claims against the Non-Settling Insurers that derive from the Non-Settling  
20 Insurers’ handling of any Abuse Claim including but not limited to the failure to defend or resolve any  
21 Abuse Claim.

22                  1.1.13. “**Assumed Employee Benefit Plans**” means any written contracts, agreements,  
23 policies, programs, and plans (including any related trust or other funding vehicle) governing any  
24 obligations relating to compensation, reimbursement, indemnity, health care benefits, disability benefits,  
25 deferred compensation benefits, travel benefits, vacation and sick leave benefits, paid time off, savings,  
26 severance benefits, retirement benefits, welfare benefits, relocation programs, life insurance, and  
27 accidental death and dismemberment insurance, including written contracts, agreements, policies,  
28 programs, and plans for bonuses and other incentives or compensation for the current and former officers,

1 employees, and priests, as applicable, of the Debtor, but excluding the Priest Long-Term Care Plan and  
2 the SERP.

3           1.1.14. “**Assumption Objection**” means an objection to assumption or cure of an  
4 Executory Contract, as described in Section [7.2.1], below.

5           1.1.15. “**Avoidance Actions**” means any and all rights to recover or avoid transfers or Liens  
6 under Chapter 5 of the Bankruptcy Code or otherwise, including Sections 506(d), 541, 542, 543, 544, 545,  
7 547, 548, 549, 550, or 553 of the Bankruptcy Code, or otherwise under the Bankruptcy Code or under  
8 similar or related state or federal statutes and common law, including all preference, fraudulent conveyance,  
9 fraudulent transfer, and/or other similar avoidance claims, rights, and causes of action, whether or not  
10 litigation has been commenced as of the Effective Date to prosecute such Avoidance Actions; subject,  
11 however, to any releases thereof provided in this Plan, the Confirmation Order, or any other Final Order  
12 of the Bankruptcy Court.

13           1.1.16. “**Bankruptcy Court**” means the United States Bankruptcy Court for the Northern  
14 District of California, Oakland Division, having jurisdiction over the Chapter 11 Case.

15           1.1.17. “**Bar Date Order**” means the *Order Establishing Deadlines for Filing Proofs of  
16 Claim and Approving the Form and Manner of Notice Thereof* [Docket No. 293], entered by the  
17 Bankruptcy Court on July 25, 2023, and as may be expressly amended from time to time.

18           1.1.18. “**Business Day**” means any day other than a Saturday, Sunday, or any “legal  
19 holiday” as defined in Bankruptcy Rule 9006(a).

20           1.1.19. “**Cash**” means the legal tender of the United States of America, or its equivalent.

21           1.1.20. “**Cathedral Property**” means the parcel of real estate described on Schedule  
22 1.1.20, the parcel owned as of the Petition Date by CCCEB.

23           1.1.21. “**Cause of Action**” means any action, claim, cause of action, controversy, demand,  
24 right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense,  
25 offset, power, privilege, license, and franchise of any kind or character whatsoever, whether known,  
26 unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or  
27 unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether  
arising before, on, or after the Petition Date, in contract or in tort, in law, or in equity or pursuant to any

1 other theory of law. For the avoidance of doubt, “Cause of Action” includes: (a) any right of setoff,  
2 counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law  
3 or in equity; (b) the right to object to Claims; (c) any Claim pursuant to Section 362 or Chapter 5 of the  
4 Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress, and any other defenses set  
5 forth in Section 558 of the Bankruptcy Code; (e) any state or foreign law fraudulent transfer or similar  
6 claim; (f) any cause of action asserted by the Debtor in the Coverage Action; and (g) any cause of action  
7 described on the Debtor’s Schedules or Statements of Financial Affairs.

8           1.1.22. “**CCCEB Note**” means that certain Promissory Note dated as of April 16, 2009,  
9 payable by CCCEB to the Debtor, as amended, modified, or restated including by that certain Amendment  
10 #1 to Promissory Note dated as of January 1, 2014, by and between the Debtor and CCCEB, and that  
11 certain Amendment #1 to Promissory Note dated as of February 1, 2017, by and between the Debtor and  
12 CCCEB.

13           1.1.23. “**CCCEB Settlement**” means the transaction described in Section 12.3 of the Plan,  
14 as set forth in the CCCEB Settlement Documents.

15           1.1.24. “**CCCEB Settlement Documents**” means all documents necessary to effectuate  
16 the CCCEB Settlement as of the Effective Date.

17           1.1.25. “**Channeled Claim**” means any Abuse Claim and/or any Claim, excluding Opt-Out  
18 Abuse Claims, against a Released Party or any Settling Insurer arising from, in connection with, or related to  
19 an Abuse Claim, or any of the Abuse Insurance Policies issued by any Settling Insurers, including Abuse  
20 Related Contribution Claims, but not including an Abuse Claim against any Person who personally committed  
21 an act or acts of Abuse resulting in a Claim against the Debtor or Contributing Non-Debtor Catholic Entity.

22           1.1.26. “**Channeling Injunction**” means the injunction imposed pursuant to Section 13.12  
23 of this Plan and the Confirmation Order.

24           1.1.27. “**Churches**” means the individual Catholic churches within the Diocese of  
25 Oakland, each of which is part of the corporation sole that is the Debtor, and each of which is listed on  
26 Schedule 1.1.27 attached hereto.

27           1.1.28. “**Claim**” shall have the meaning set forth in Section 101(5) of the Bankruptcy  
28 Code.

1           1.1.29. “**Claims Bar Date**” means, including without limitation for Claims arising under  
2 Section 503(b)(9) of the Bankruptcy Code, and in accordance with the terms of the Bar Date Order, (i) for  
3 all Claims other than Claims of Governmental Units, September 11, 2023, at 5:00 p.m. Pacific Time, and  
4 (ii) for Claims of Governmental Units, November 6, 2023, at 5:00 p.m. Pacific Time.

5           1.1.30. “**Claims Objection Deadline**” means the deadline for objecting to a Claim, which  
6 shall be on the date that is the later of: (a) 12 months after the Effective Date, and (b) such other period of  
7 limitation as may be specifically fixed by the Debtor or the Reorganized Debtor, as applicable, or by an  
8 order of the Court for objecting to such Claims.

9           1.1.31. “**Claims Register**” means the official register of Claims maintained by the Debtor  
10 or Reorganized Debtor, as applicable.

11           1.1.32. “**Class**” means a category of Holders of Claims as set forth in Section 2.3 of this  
12 Plan, under Section 1122(a) of the Bankruptcy Code.

13           1.1.33. “**Committee**” means the Official Committee of Unsecured Creditors appointed in  
14 the Chapter 11 Case on May 23, 2023.

15           1.1.34. “**Confirmation**” means the entry of the Confirmation Order on the docket of the  
16 Chapter 11 Case.

17           1.1.35. “**Confirmation Order**” means a Final Order of the Bankruptcy Court confirming  
18 the Plan under Section 1129 of the Bankruptcy Code.

19           1.1.36. “**Contributing Non-Debtor Catholic Entity**” means a Non-Debtor Catholic  
20 Entity that contributes assets to the Survivors’ Trust on or after the Effective Date pursuant to Section 9.3  
21 of the Plan.

22           1.1.37. “**Coverage Action**” means the proceeding captioned *In re: The Roman Catholic*  
23 *Bishop of Oakland Insurance Adversary Proceeding Litigation*, Case Nos. 3:24-cv-00709-JSC & 3:24-  
24 cv-00711-JSC (N.D. Cal.) and all adversary proceedings consolidated thereunder.

25           1.1.38. “**Coverage Claims**” means all Claims against a Non-Settling Insurer under or  
26 relating to the policies issued by such Non-Settling Insurer.

27           1.1.39. “**Creditor**” shall have the meaning set forth in Section 101(10) of the Bankruptcy  
28 Code.

1           1.1.40. “**Cure Amount**” means all amounts, including an amount of \$0.00, required to  
2 cure any monetary default under any Executory Contract or Unexpired Lease (or any lesser amount agreed  
3 to by the counterparty to an Executory Contract or Unexpired Lease of the Debtor) to be assumed by the  
4 Debtor under Sections 365 or 1123 of the Bankruptcy Code.

5           1.1.41. “**Cure Claim**” means a monetary Claim arising out of the Debtor’s default(s) under  
6 any Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtor  
7 pursuant to Section 365 of the Bankruptcy Code.

8           1.1.42. “**Debtor**” shall have the meaning set forth in the Introduction.

9           1.1.43. “**Disallowed**” means, with respect to any Claim, a Claim or any portion thereof  
10 that: (a) has been disallowed by a Final Order, (b) is listed on the Schedules as having a value of zero  
11 dollars or as contingent, disputed, or unliquidated and as to which no Proof of Claim or request for  
12 payment of an Administrative Expense Claim was timely filed or deemed timely filed pursuant to either  
13 the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under  
14 applicable law or this Plan, (c) is not listed on the Schedules and as to which no Proof of Claim or request  
15 for payment of an Administrative Expense Claim was timely filed or deemed timely filed with the  
16 Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Court or otherwise  
17 deemed timely filed under applicable law or this Plan, (d) has been withdrawn by agreement of the Debtor  
18 and the Holder thereof, or (e) has been withdrawn by the Holder thereof. Any Claim or portion of a Claim  
19 not Disallowed shall be either Allowed or Disputed as provided in the Plan.

20           1.1.44. “**Disclosure Statement**” means the *Disclosure Statement for the Debtor’s Plan of*  
21 *Reorganization* (as amended, supplemented, or modified from time to time) filed in the Chapter 11 Case,  
22 including all exhibits and schedules thereto and references therein that relate to the Plan, and that is  
23 prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any other  
24 applicable law.

25           1.1.45. “**Disputed**” means, with reference to any Claim: (i) a Claim as to which an  
26 objection has been filed and which objection has not either been withdrawn, determined by a Final Order,  
27 or otherwise finally resolved pursuant to the Plan; or (ii) a Claim specifically stated herein to be Disputed.

1.1.46. **“District Court”** means the United States District Court for the Northern District of California, Oakland Division, having jurisdiction over the Coverage Action.

1.1.47. “**Effective Date**” means the date of the first business day after confirmation of the Plan on which all conditions precedent to the effectiveness of the Plan have either been satisfied or waived.

1.1.48. “Entity” shall have the meaning set forth in Section 101(15) of the Bankruptcy Code.

1.1.49. “**Estate**” means the estate created for the Debtor in this Chapter 11 Case under Section 541 of the Bankruptcy Code.

1.1.50. **“Exculpated Parties”** means each of the following in their capacity as such:

(a) the Exit Facility Lender, (b) the Debtor, including the Churches, (c) the Reorganized Debtor, including the Churches, (d) the Committee, (e) the Committee's members, (f) each Contributing Non-Debtor Catholic Entity, (g) the College of Consultors of the Diocese of Oakland and each of its members, (h) The Diocese of Oakland Finance Council and each of its members, (i) the Presbyteral Council of the Diocese of Oakland and each of its members, (j) the Mediators, (k) the Unknown Abuse Claims Representative, and (l) for each of the foregoing, their respective officers, directors, agents, employees, equity holders, attorneys, financial advisors, accountants, representatives, and other duly authorized employed Professionals in this Chapter 11 Case.

1.1.51. **“Exculpation”** means the treatment of an Exculpated Party under, or the effect of, the Exculpation Clause.

1.1.52. **“Exculpation Clause”** means Section 13.6 of this Plan.

1.1.53. “**Executory Contract**” means a contract to which the Debtor is a party that is subject to assumption or rejection under Sections 365 or 1123 of the Bankruptcy Code.

1.1.54. “**Executory Contract Cure Schedule**” means a schedule that may be, but is not required to be, filed by the Debtor as part of the Plan Supplement, setting forth the amount the Debtor asserts is required to be paid pursuant to Section 365(b)(1) of the Bankruptcy Code in connection with the Debtor’s assumption of any Executory Contract.

1           1.1.55. “**Executory Contract Rejection Schedule**” means a schedule that may be, but is  
2 not required to be, filed by the Debtor as part of the Plan Supplement, identifying any Executory Contracts  
3 to be rejected by the Debtor as of the Effective Date of the Plan.

4           1.1.56. “**Exit Facility**” means the new senior secured lending facility that RCBO will enter  
5 into on the Effective Date, the form of which shall be included in the Plan Supplement.

6           1.1.57. “**Exit Facility Documents**” means the documents evidencing the Exit Facility.

7           1.1.58. “**Exit Facility Lender**” means the Roman Catholic Cemeteries of the Diocese of  
8 Oakland (“RCC”), the Entity financing the Exit Facility.

9           1.1.59. “**Fee Claim**” means a Claim under Sections 328, 330, 331, 503, or 1103 of the  
10 Bankruptcy Code for compensation of a Professional or other Entity for services provided to the Debtor  
11 or Committee, or expenses incurred in the course of providing services to the Estate, during the Chapter  
12 11 Case.

13           1.1.60. “**File,” “Filed,” or “Filing**” means file, filed, or filing with the Bankruptcy Court  
14 in the Chapter 11 Case or the Coverage Action.

15           1.1.61. “**Final Decree**” means the decree contemplated under Bankruptcy Rule 3022.

16           1.1.62. “**Final Order**” means an order or judgment of the Bankruptcy Court (or any other  
17 court of competent jurisdiction) entered by the Bankruptcy Court (or any other court) on the docket in the  
18 Chapter 11 Case (or the docket of such other court), which has not been reversed, stayed, modified,  
19 amended, or vacated, and as to which: (a) the time to appeal, petition for *certiorari*, or move for a new  
20 trial, stay, reargument, or rehearing has expired and as to which no appeal, petition for *certiorari*, or  
21 motion for new trial, stay, reargument, or rehearing shall be pending, or (b) if an appeal, writ of *certiorari*,  
22 new trial, stay, reargument, or rehearing thereof has been sought, such order or judgment of the  
23 Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court  
24 to which such order was appealed, or *certiorari* shall have been denied, or a new trial, stay, reargument,  
25 or rehearing shall have been denied or resulted in no modification of such order, and the time to take any  
26 further appeal, petition for *certiorari*, or move for a new trial, stay, reargument, or rehearing shall have  
27 expired, as a result of which such order shall have become final in accordance with Bankruptcy Rule 8002;  
28 provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure,

1 or any analogous rule under the Bankruptcy Rules, may be filed relating to such order shall not cause an  
2 order not to be a Final Order.

3           1.1.63. **“Governmental Unit”** shall have the meaning set forth in Section 101(27) of the  
4 Bankruptcy Code.

5           1.1.64. **“Holder”** means a Person or Entity with ownership or legal control of a Claim,  
6 including without limitation an Abuse Claim.

7           1.1.65. **“Immediate Distribution”** means a one-time distribution of \$50,000 paid to the  
8 Holder of an Abuse Claim from the Survivors’ Trust, paid by the Survivors’ Trustee without objection as  
9 set forth in the Plan and to the exclusion of such Holder’s (a) right to any further distributions from the  
10 Survivors’ Trust and (b) right to pursue an Abuse Claim against any Non-Settling Insurers or other parties.

11           1.1.66. **“Impaired”** means, with respect to a Class of Claims, a Class of Claims that is not  
12 Unimpaired.

13           1.1.67. **“Insurance Assignment”** means the transaction described in Section 8.1 of the  
14 Plan, subject to the terms of the Plan, the Abuse Insurance Policies, and applicable law.

15           1.1.68. **“Insurance Recoveries”** means the rights to any proceeds of an Abuse Insurance  
16 Policy, whether pursuant to the policy outright, an Insurance Settlement Agreement, or a judgment, award,  
17 decree, or other court or administrative order.

18           1.1.69. **“Insurance Settlement Agreement”** means any settlement agreement between (i)  
19 the Debtor and any Settling Insurer, if executed and approved by a final, non-appealable order of the  
20 Bankruptcy Court before the Effective Date, or (ii) the Survivors’ Trust and any Settling Insurer, if  
21 executed after the Effective Date.

22           1.1.70. **“Insurers”** means the defendants in the Coverage Action. For the avoidance of  
23 doubt, this term, whether or not qualified with “Settling” or “Non-Settling”, shall include the California  
24 Insurance Guarantee Association.

25           1.1.71. **“Livermore Property”** means the real property owned by Adventus having a street  
26 address of 3658 Las Colinas Road, Livermore, California, and bearing the legal description set forth on  
27 Schedule 1.1.71 attached hereto.

1                   1.1.72. “**Mediators**” means, individually and collectively: (i) the Honorable Christopher  
2 Sontchi (Ret.), Sontchi, LLC; (ii) Jeffrey Krivis, Mediation Offices of Jeffrey Krivis; (iii) Timothy  
3 Gallagher, The Gallagher Law Group; and (iv) the Honorable Randall J. Newsome (Ret.).

4                   1.1.73. “**Non-Abuse Litigation Claims**” means Claims arising out of litigation pending  
5 against the Debtor prior to the Petition Date asserting Causes of Action unrelated to Abuse.

6                   1.1.74. “**Non-Debtor Catholic Entity**” means any of the following: RCC, the Oakland  
7 Parochial Fund (“OPF”), Roman Catholic Welfare Corporation of Oakland (or any school it managed,  
8 manages, operated or operates) (“RCWC”), Lumen Christi Academies of the Roman Catholic Diocese of  
9 Oakland, The Catholic Cathedral Corporation of the East Bay (“CCCEB”), The Oakland Society for the  
10 Propagation of the Faith, Catholic Charities of the Diocese of Oakland, Inc. (d/b/a Catholic Charities of  
11 the East Bay), Catholic Church Support Services (d/b/a Catholic Management Services), Furrer Properties,  
12 Inc., Adventus, Catholic Foundation for the Diocese of Oakland, Christ the Light Cathedral Corporation,  
13 or any religious order.

14                   1.1.75. “**Non-Settling Insurer**” means any defendant in the Coverage Action that is not a  
15 Settling Insurer.

16                   1.1.76. “**Non-Settling Insurer Policy**” means any Abuse Insurance Policy issued by a  
17 Non-Settling Insurer.

18                   1.1.77. “**OPF Claim**” means the Class 8 Claim of OPF.

19                   1.1.78. “**Opt-Out Abuse Claim**” means any Abuse Claim for which the Holder of such  
20 Abuse Claim completed and submitted pursuant to Section 6.2 of the Plan an Opt-Out Release Form in  
21 which the Holder affirmatively opted out of the releases provided by the Plan.

22                   1.1.79. “**Opt-Out Release Form**” means that certain form to be served on each Holder of  
23 a Claim giving such Holder the option to affirmatively opt out of the releases provided by the Plan.

24                   1.1.80. “**Person**” shall have the meaning set forth in Section 101(41) of the Bankruptcy  
25 Code.

26                   1.1.81. “**Petition Date**” means May 8, 2023, the date on which the Chapter 11 Case  
27 commenced in the Bankruptcy Court.

1           1.1.82. “**Plan Documents**” means this Plan, the Plan Supplement, all appendices and  
2 exhibits to the forgoing, the CCCEB Settlement Documents, the Survivors’ Trust Documents, the  
3 Confirmation Order, and any other documents entered into pursuant to the Plan.

4           1.1.83. “**Plan Supplement**” means the compilation of documents and forms of documents,  
5 schedules, and exhibits to the Plan (as amended, supplemented, or modified from time to time in  
6 accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy Rules), to be Filed no  
7 later than five (5) Business Days before the Voting Deadline, and additional documents or amendments  
8 to previously Filed documents, Filed before the Effective Date as amendments to the Plan Supplement,  
9 including without limitation the following: (a) the Exit Facility Documents, (b) the Schedule of Assumed  
10 Executory Contracts and Unexpired Leases, (c) the CCCEB Settlement Documents, (d) the form of the  
11 Survivors’ Trust Agreement, and (e) the form of the Survivors’ Trust Distribution Plan.

12           1.1.84. “**Post-Confirmation Notice List**” means the list of Persons or Entities to receive  
13 notice of matters after the Confirmation Date, specifically: (a) the Reorganized Debtor; (b) the Survivors’  
14 Trustee; (c) the Office of the United States Trustee; (d) Persons against whom relief is sought; and (e)  
15 Persons who request notice of such matters through a written request that is filed with the Bankruptcy  
16 Court and served on the Debtor not earlier than the Confirmation Date.

17           1.1.85. “**Priest Long-Term Care Plan**” means the long-term care plan maintained by the  
18 Debtor for priests employed by the Debtor, Churches, and Non-Debtor Catholic Entities.

19           1.1.86. “**Priority Tax Claim**” means any Claim of a Governmental Unit under  
20 Section 507(a)(8) of the Bankruptcy Code.

21           1.1.87. “**Priority Unsecured Claim**” means any Claim against the Debtor that is entitled  
22 to priority in right of payment under Section 507(a) of the Bankruptcy Code, other than an Administrative  
23 Expense Claim or a Priority Tax Claim.

24           1.1.88. “**Professional**” means any Entity employed by the Debtor, the Committee, or the  
25 Estate in the Chapter 11 Case under Sections 327 or 1103 of the Bankruptcy Code, any of the Mediators,  
26 or any Person or Entity seeking compensation or reimbursement of expenses under Section 503(b)(4) of  
27 the Bankruptcy Code.

1                   1.1.89. “**Proof of Claim**” means a Claim, along with any supporting documentation, Filed  
2 against the Debtor in the Chapter 11 Case.

3                   1.1.90. “**Rejection Claim**” means a Claim for rejection damages arising out of the  
4 rejection of an Executory Contract or Unexpired Lease by the Debtor, whether the rejection occurs through  
5 an order of the Bankruptcy Court approving a motion to reject an Executory Contract or Unexpired Lease  
6 or through confirmation of this Plan or any other chapter 11 plan.

7                   1.1.91. “**Rejection Claims Bar Date**” means, as to a particular Rejection Claim, the date  
8 that is 60 calendar days following the entry of an order rejecting an Executory Contract or Unexpired  
9 Lease, the rejection of which gave rise to the Rejection Claim.

10                  1.1.92. “**Released Parties**” means collectively: (a) the Debtor, (b) the Reorganized Debtor,  
11 (c) the Churches, (d) the Contributing Non-Debtor Catholic Entities, but each only as to the Abuse Claims  
12 for which it is receiving a Release under Section 13.9 of the Plan, and (e) with respect to each of the  
13 foregoing Persons and Entities in clauses (a) through (d), such Person and their, or such Entity and its,  
14 current and former directors, managers, officers, employees, equity holders (regardless of whether such  
15 interests are held directly or indirectly), interest holders, predecessors, successors, and assigns,  
16 subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity  
17 holders, officers, directors, managers, principals, shareholders, members, management companies, fund  
18 advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants,  
19 investment bankers, consultants, representatives, and other professionals; provided, however, this term  
20 expressly excludes (i) any Person accused of committing a physical act of Abuse upon a Holder of an  
21 Abuse Claim or their predecessor(s)-in-interest, and (ii) any Non-Debtor Catholic Entity that is not a  
22 Contributing Non-Debtor Catholic Entity.

23                  1.1.93. “**Releasing Parties**” means collectively: (a) the Released Parties; (b) all Holders  
24 of Claims that vote to accept the Plan; (c) all Holders of Class 4 Abuse Claims or Class 5 Unknown Abuse  
25 Claims that do not affirmatively opt out of the releases provided by the Plan by checking the appropriate  
26 box on the Opt-Out Release Form indicating that they opt not to grant the releases provided in the Plan;  
27 and (d) with respect to each of the foregoing Persons and Entities in clauses (a) through (c), such Person  
28 and their, or such Entity and its, current and former directors, managers, officers, employees, equity

1 holders (regardless of whether such interests are held directly or indirectly), interest holders, predecessors,  
2 successors, and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective  
3 current and former equity holders, officers, directors, managers, principals, shareholders, members,  
4 management companies, fund advisors, employees, agents, advisory board members, financial advisors,  
5 partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

6           1.1.94. **“Reorganized Debtor”** means the Debtor upon the occurrence of the Effective  
7 Date and thereafter.

8           1.1.95. **“Schedules”** means, to the extent required, the schedules of assets and liabilities,  
9 schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the  
10 Debtor under Section 521 of the Bankruptcy Code, as the same may have been amended, modified, or  
11 supplemented from time to time.

12           1.1.96. **“Secured”** means, when referring to a Claim, a Claim: (a) secured by a lien on  
13 property in which the Estate has an interest, which lien is valid, perfected, and enforceable pursuant to  
14 applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to Section  
15 553 of the Bankruptcy Code, to the extent of the value of the Creditor’s interest in an Estate’s interest in  
16 such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to  
17 Section 506(a) of the Bankruptcy Code; or (b) otherwise Allowed by the Plan as a Secured Claim.

18           1.1.97. **“SERP”** means the Diocese of Oakland Priests Supplemental Retirement Plan.

19           1.1.98. **“Settling Insurer”** means any defendant in the Coverage Action with whom (i) the  
20 Debtor has executed a settlement agreement as of the Effective Date, or (ii) the Survivors’ Trust executes  
21 a settlement agreement after the Effective Date.

22           1.1.99. **“Survivors’ Trust”** means the trust created for the benefit of Holders of Allowed  
23 Class 4 and Class 5 Claims (the **“Survivors’ Trust Beneficiaries”**) in accordance with this Plan, the  
24 Confirmation Order, and the Survivors’ Trust Agreement.

25           1.1.100.       **“Survivors’ Trust Agreement”** means the agreement establishing the  
26 Survivors’ Trust in conformity with the provisions of the Plan approved in the Confirmation Order and  
27 entered into by the Reorganized Debtor on behalf of the Survivors’ Trust Beneficiaries and the Survivors’  
28

1 Trustee on the Effective Date, pursuant to the terms of the Plan. A copy of the form of the Survivors'  
2 Trust Agreement shall be Filed with the Plan Supplement.

3           **1.1.101.       “Survivors’ Trust Assets”** means collectively, whether contributed on or  
4 after the Effective Date, and including all proceeds thereof, (i) the Debtor Cash Contribution, (ii) all Non-  
5 Debtor Catholic Entity Contributions, (iii) the Livermore Property, as-is, where-is, (iv) any proceeds of  
6 Insurance Settlement Agreements realized by the Debtor (before the Effective Date) or the Survivors’  
7 Trust (after the Effective Date), and (v) the Assigned Insurance Interests.

8           **1.1.102.       “Survivors’ Trust Distribution Plan”** means the plan and guidelines for  
9 distributing liquid assets of the Survivors’ Trust to Holders of Abuse Claims and Unknown Abuse Claims,  
10 the form of which shall be filed with the Plan Supplement.

11           **1.1.103.       “Survivors’ Trust Documents”** means all documents necessary to  
12 establish and administer the Survivors’ Trust, including without limitation the Survivors’ Trust Agreement  
13 and the Survivors’ Trust Distribution Plan.

14           **1.1.104.       “Survivors’ Trustee”** means the person appointed as trustee of the  
15 Survivors’ Trust in accordance with the terms of the Plan, the order confirming the Plan, and the  
16 Survivors’ Trust Documents, or any of their successors.

17           **1.1.105.       “Tax Code”** means the Internal Revenue Code of 1986, as amended.

18           **1.1.106.       “Trust Claims”** means the Abuse Claims of Holders who have not elected  
19 to receive an Immediate Distribution, which Claims shall be reviewed and scored by the Abuse Claims  
20 Reviewer pursuant to the procedures set forth in the Survivors’ Trust Documents.

21           **1.1.107.       “U.S. Trustee”** means the Office of the United States Trustee for Region  
22 17, which includes the Northern District of California.

23           **1.1.108.       “U.S. Trustee Fees”** means quarterly fees owed to the U.S. Trustee under  
24 28 U.S.C. § 1930(a)(6).

25           **1.1.109.       “Unexpired Lease”** means a lease of nonresidential real property to which  
26 the Debtor is a party that is subject to assumption or rejection under Sections 365 or 1123 of the  
27 Bankruptcy Code.

1                   1.1.110.       **“Unimpaired”** means, with respect to a Class of Claims, a Claim that is  
2 unimpaired within the meaning of Section 1124 of the Bankruptcy Code, including without limitation  
3 through payment in full in Cash.

4                   1.1.111.       **“Unknown Abuse Claim”** means an Abuse Claim arising out of an alleged  
5 act of sexual abuse that occurred on or before the Effective Date for which (a) no Proof of Claim was  
6 Filed or deemed timely Filed on or before the Claims Bar Date, or (b) a Proof of Claim was Filed after the  
7 bar date or otherwise submitted to the Survivors’ Trustee, if such Abuse Claim was not untimely under  
8 California state law (e.g. not discovered or reasonably discoverable before the Claims Bar Date, or subject  
9 to a new law re-opening the claims window).

10                  1.1.112.       **“Unknown Abuse Claims Representative”** means the Person or Entity  
11 appointed by the Court to represent the interests of Holders of Unknown Abuse Claims, including without  
12 limitation for actions to be taken on behalf of Holders of Unknown Abuse Claims under this Plan.

13                  1.1.113.       **“Unknown Abuse Claims Reserve”** means the reserve established on the  
14 Effective Date pursuant to the Survivors’ Trust Documents for the benefit of Holders of Class 5 Claims.

15                  1.1.114.       **“Unsecured”** means a Claim, including without limitation an Abuse Claim  
16 or Unknown Abuse Claim, that is not an Administrative Claim, Fee Claim, Priority Claim, Priority Tax  
17 Claim, or Secured Claim.

18                  1.1.115.       **“Voting Deadline”** means the date that is fourteen (14) calendar days  
19 before the hearing on Confirmation of the Plan.

20                  1.2.        ***Construction of Terms***

21                  1.2.1.       The singular of any of the foregoing definitions includes the plural and vice versa  
22 where the context so requires, “includes” and “including” are not limiting, “may not” is prohibitive and  
23 not permissive, and “or” is not exclusive.

24                  1.2.2.       A term used in the Plan, whether or not capitalized, that is not defined in the Plan  
25 but that is used in the Bankruptcy Code or the Bankruptcy Rules has the meaning assigned to the term in  
26 the Bankruptcy Code or Bankruptcy Rules, as applicable.

27                  1.2.3.       The headings in the Plan are for convenience of reference only and shall not limit  
28 or otherwise affect the provisions of the Plan.

### ***1.3. Appendices and Plan Documents.***

All Plan Documents and appendices to the Plan are incorporated into this Plan by reference and are a part of this Plan as if set forth in full herein. The documents contained in the exhibits and the Plan Supplement shall be approved by the Bankruptcy Court pursuant to the Confirmation Order. Holders of Claims or their counsel may inspect a copy of the Plan Documents, once filed, in the Office of the Clerk of the Bankruptcy Court during normal business hours, or may obtain a copy of the Plan Documents by sending a written request to the following email address: [RCBOInfo@veritaglobal.com](mailto:RCBOInfo@veritaglobal.com).

**ARTICLE II**  
**SUMMARY OF CLASSIFICATION OF CLAIMS**

**2.1. *Claims Provided For Herein.*** Various types of Claims are defined or described in this Plan. This Plan is intended to deal with all Claims against the Debtor or property of the Debtor or the Debtor's Estate of whatever character, whether or not with recourse, contingent or non-contingent, liquidated or unliquidated, and whether or not previously Allowed by the Bankruptcy Court pursuant to Section 502 of the Bankruptcy Code, which arise in any manner or from any event or circumstance arising before the Effective Date. However, only those Claims Allowed pursuant to Section 502 of the Bankruptcy Code will receive any distribution under this Plan. All Claims against the Debtor will be discharged without any distribution, recovery, recourse, or residual interest or right to the extent not expressly included in any Class or otherwise provided any treatment hereunder.

**2.2. *Unclassified Claims.*** All Claims except Administrative Expense Claims, Priority Tax Claims, Fee Claims, U.S. Trustee Fee Claims, and Cure Claims (collectively, the “Unclassified Claims”) are placed in the Classes listed in this Article II. In accordance with Section 1123(a)(1) of the Bankruptcy Code, the Unclassified Claims, as described in Article III of this Plan, have not been classified and thus are excluded from the Classes summarized in Section 2.3 and Article IV of the Plan.

**2.3. *Claims Classification.*** A Claim is classified in a particular Class only to the extent that the Claim qualifies within the description of that Class and is classified in other Classes to the extent that

1 any remainder of the Claim qualifies within the description of such other Classes. For purposes of this  
2 Plan, the Classes of Claims against the Debtor shall be as follows:

Class	Class Description	Status	Voting Rights
Class 1	RCC Secured Claim	Unimpaired	Non-voting Deemed to accept
Class 2	Priority Unsecured Claims, other than non-classified claims set forth in Article III	Unimpaired	Non-voting Deemed to accept
Class 3	General Unsecured Claims	Impaired	Eligible to vote
Class 4	Abuse Claims	Impaired	Eligible to vote
Class 5	Unknown Abuse Claims	Impaired	Eligible to vote via the Unknown Abuse Claims Representative
Class 6	Non-Abuse Litigation Claims	Impaired	Eligible to vote
Class 7A	Abuse Related Contribution Claims Related to Class 4 Claims	No recovery	Non-voting Deemed to reject
Class 7B	Abuse Related Contribution Claims Related to Class 5 Claims	No recovery	Non-voting Deemed to reject
Class 8	OPF Claim	Impaired	Eligible to vote

## ARTICLE III TREATMENT OF UNCLASSIFIED CLAIMS: ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS AND UNITED STATES TRUSTEE'S FEES

The following Claims shall not be classified hereunder but shall be entitled to the treatment set forth in this Article.

### 3.1. *Administrative Expense Claims*

3.1.1. *Treatment of Administrative Expense Claims.* Except to the extent a Holder of an Allowed Administrative Expense Claim agrees to less favorable treatment with respect to such Allowed Administrative Expense Claim, each Holder of an Allowed Administrative Expense Claim shall receive, on account of and in full and complete settlement, release and discharge of, and in exchange for, such Claim, payment of Cash in an amount equal to such Allowed Administrative Expense Claim on or as soon as reasonably practicable after the later of: (a) the Effective Date; (b) the first Business Day after the date that is thirty (30) calendar days after the date such Administrative Expense Claim becomes an Allowed

1 Administrative Expense Claim; (c) such other date(s) as such Holder and the Debtor or the Reorganized  
2 Debtor shall have agreed; or (d) such other date ordered by the Bankruptcy Court; provided, however,  
3 Allowed Administrative Expense Claims arising in the ordinary course of the Debtor's operations during  
4 the Chapter 11 Case may be paid by the Debtor or the Reorganized Debtor (as applicable) in the ordinary  
5 course of business and in accordance with the terms and conditions of the particular agreements governing  
6 such obligations, course of dealing, course of operations, or customary practice.

7       3.1.2. *Administrative Expense Claims Bar Date.* Except as provided for herein or in any  
8 order of the Bankruptcy Court, and subject to Section 503(b)(1)(D) of the Bankruptcy Code, Holders of  
9 Administrative Expense Claims, other than a Fee Claim or a Claim for U.S. Trustee Fees, accruing on or  
10 before the Confirmation Date must file and serve on the Debtor requests for the payment of such Claims  
11 not previously Allowed by a Final Order in accordance with the procedures specified in the Confirmation  
12 Order, on or before the Administrative Expense Claims Bar Date, or such Claims shall be automatically  
13 Disallowed, forever barred from assertion, and unenforceable against the Debtor or the Reorganized  
14 Debtor, the Estate, or their property without the need for any objection or further notice to, or action, order,  
15 or approval of the Bankruptcy Court, and any such Claims shall be deemed fully satisfied, released, and  
16 discharged. Administrative Expense Claims representing obligations incurred by the Debtor or  
17 Reorganized Debtor (as applicable) after the date and time of the entry of the Confirmation Order shall  
18 not be subject to application to the Bankruptcy Court and may be paid by the Debtor or Reorganized  
19 Debtor (as applicable) in the ordinary course of business and without Bankruptcy Court approval.

20       3.2. **Priority Tax Claims.** The legal and equitable rights of Holders of Priority Tax Claims are  
21 Unimpaired under the Plan. Except to the extent a Holder of an Allowed Priority Tax Claim agrees to less  
22 favorable treatment, each Holder of an Allowed Priority Tax Claim shall receive on account of and in full  
23 and complete settlement, release and discharge of, and in exchange for, such Allowed Priority Tax Claim,  
24 Cash in an amount equal to such Allowed Priority Tax Claim on, or as soon thereafter as is reasonably  
25 practicable, the later of: (a) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim on  
26 the Effective Date; (b) the first Business Day after the date that is thirty (30) days after the date such Priority  
27 Tax Claim becomes an Allowed Priority Tax Claim; and (c) the date such Allowed Priority Tax Claim is due  
28 and payable in the ordinary course as such obligation becomes due; provided, however, that the Debtor and

1 Reorganized Debtor each reserves the right to prepay all or a portion of any such amounts at any time under  
2 this option without penalty or premium.

3 **3.3. Fee Claims.** All Professionals or other Entities requesting the final allowance and payment  
4 of a Fee Claim for services rendered during the period from the Petition Date to and including the Effective  
5 Date shall File final applications for allowance and payment of such Fee Claims no later than the first  
6 Business Day that is forty-five (45) days after the Effective Date. Objections to any Fee Claim must be  
7 Filed and served on the Reorganized Debtor and the applicable Professional no later than the first Business  
8 Day that is 30 days after the Filing of the final fee application that relates to the Fee Claim (unless otherwise  
9 agreed by the Debtor or the Reorganized Debtor, as applicable, and the Professional requesting allowance  
10 and payment of a Fee Claim). An Allowed Fee Claim, including any amounts previously held back by  
11 Order of the Bankruptcy Court, shall be paid in full, in Cash, in such amounts as are Allowed by the  
12 Bankruptcy Court no later than the first Business Day that is twenty-one (21) calendar days after the entry  
13 of a Final Order Allowing the Fee Claim. The Reorganized Debtor is authorized to pay compensation for  
14 services rendered or reimbursement of expenses incurred by its Professionals after the Effective Date in  
15 the ordinary course and without the need for Bankruptcy Court approval. Unless otherwise directed by the  
16 Bankruptcy Court, all Professionals filing final fee applications shall comply with the *Order Appointing*  
17 *Fee Examiner and Establishing Procedures for Review of Interim and Final Fee Applications Filed by*  
18 *Estate Professionals* [Docket No. 1122] entered in the Chapter 11 Case, including any subsequent  
19 amendments.

20 **3.4. Cure Claims.** Cure Claims shall be paid in full in accordance with, and at such times as  
21 are set forth in, Section 7.2 of the Plan.

22 **3.5. United States Trustee Fees.** To the extent any U.S. Trustee Fees have become due before  
23 the Effective Date and have not previously been paid, then such fees shall be paid pursuant to 11 U.S.C.  
24  
25  
26  
27  
28

1 § 1129(a)(12) and 28 U.S.C. § 1930. Any U.S. Trustee Fees relating to the period from and after the  
2 Effective Date shall be paid as provided in Section [12.8.4] of the Plan.

## **ARTICLE IV**

### **TREATMENT OF CLASSIFIED CLAIMS**

#### **4.1. Class 1 – Secured Claim of RCC**

4.1.1. *Description.* Class 1 shall consist of the Allowed Secured Claim of RCC.

4.1.2. *Treatment.* Except to the extent RCC agrees to less favorable treatment of its Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for its Allowed Secured Claim, RCC shall receive reinstatement under Section 1124 of the Bankruptcy Code.

4.1.3. *Impairment and Voting.* Class 1 is Unimpaired under the Plan. Each Holder of a Class 1 Claim is conclusively presumed to have accepted the Plan under Section 1126(f) of the Bankruptcy Code and is not entitled to vote on the Plan.

#### **4.2. Class 2 – Priority Unsecured Claims**

4.2.1. *Description.* Class 2 shall consist of all Allowed Priority Unsecured Claims, other than non-classified claims set forth in Article III.

4.2.2. *Treatment.* Except to the extent a Holder of an Allowed Priority Unsecured Claim agrees to less favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Unsecured Claim, each such Holder shall receive payment in Cash in an amount equal to such Allowed Priority Unsecured Claim, payable on or as soon as reasonably practicable after the later of (a) the Effective Date, (b) the date when such Priority Unsecured Claim becomes an Allowed Priority Unsecured Claim, or (c) the date on which the Holder of such Priority Unsecured Claim and the Debtor or Reorganized Debtor, as applicable, shall otherwise agree in writing.

4.2.3. *Impairment and Voting.* Class 2 is Unimpaired under the Plan. Each Holder of a Class 2 Claim is conclusively presumed to have accepted the Plan under Section 1126(f) of the Bankruptcy Code and is not entitled to vote on the Plan.

#### **4.3. Class 3 – General Unsecured Claims**

4.3.1. *Description.* Class 3 shall consist of all Allowed General Unsecured Claims. Class 3 does not include Abuse Claims.

1                   4.3.2. *Treatment.* Except to the extent a Holder of an Allowed General Unsecured Claim  
2 (including an Allowed Rejection Claim) agrees to less favorable treatment, in full and final satisfaction,  
3 settlement, release, and discharge of and in exchange for each Allowed General Unsecured Claim, each  
4 such Holder shall receive payment in Cash from the general operating revenues of the Reorganized Debtor  
5 in an amount equal to such Allowed General Unsecured Claim, payable no later than the later of (a) the  
6 date that is one year after the Effective Date, (b) the date that is twenty-one (21) days after the date when such  
7 General Unsecured Claim becomes an Allowed General Unsecured Claim, or (c) the date on which the Holder  
8 of such General Unsecured Claim and the Reorganized Debtor shall otherwise agree in writing.

9                   4.3.3. *Impairment and Voting.* Class 3 is Impaired under the Plan. Each Holder of a Class  
10 3 Claim is entitled to vote to accept or reject the Plan.

11                   **4.4. Class 4 – Abuse Claims**

12                   4.4.1. *Description.* Class 4 shall consist of all Allowed Abuse Claims, other than  
13 Unknown Abuse Claims.

14                   4.4.2. *Treatment.* This Plan creates the Survivors' Trust to fund payments to Holders of  
15 Allowed Abuse Claims entitled to such payments under the Plan and the Survivors' Trust Documents.  
16 Except to the extent a Holder of an Allowed Abuse Claim agrees to less favorable treatment of such Claim,  
17 in full and final satisfaction, settlement, release, and discharge of and in exchange for such Allowed Abuse  
18 Claim, each such Holder shall receive their allocable share of the Survivors' Trust Assets at the time and  
19 in the manner set forth in the Survivors' Trust Documents. It is intended that any payment on an Allowed  
20 Abuse Claim will constitute payment for damages on account of personal physical injuries or sickness  
21 arising from an occurrence, within the meaning of Section 104(a)(2) of the Tax Code.

22                   4.4.3. *Impairment and Voting.* Class 4 Claims are Impaired under the Plan. Each Holder  
23 of a Class 4 Claim is entitled to vote to accept or reject the Plan.

24                   **4.5. Class 5 – Unknown Abuse Claims**

25                   4.5.1. *Description.* Class 5 shall consist of all Allowed Unknown Abuse Claims.

26                   4.5.2. *Treatment.* The Unknown Abuse Claims Reserve shall be established on the  
27 Effective Date pursuant to the Survivors' Trust Documents. Except to the extent a Holder of an Allowed  
28 Unknown Abuse Claim agrees to less favorable treatment of such Claim, in full and final satisfaction,

1 settlement, release, and discharge of and in exchange for such Allowed Unknown Abuse Claim, each such  
2 Holder shall receive their allocable share of the Unknown Abuse Claims Reserve at the time and in the  
3 manner set forth in the Survivors' Trust Documents. It is intended that any payment on an Allowed  
4 Unknown Abuse Claim will constitute payment for damages on account of personal physical injuries or  
5 sickness arising from an occurrence, within the meaning of Section 104(a)(2) of the Tax Code.

6           4.5.3. *Impairment and Voting.* Class 5 Claims are Impaired under the Plan. The Unknown  
7 Abuse Claims Representative is entitled to vote to accept or reject the Plan on behalf of all Holders of  
8 Class 5 Claims and shall submit a single ballot on behalf of all such Holders.

9           **4.6. *Class 6 – Non-Abuse Litigation Claims***

10           4.6.1. *Description.* Class 6 shall consist of all Allowed Non-Abuse Litigation Claims.

11           4.6.2. *Treatment.* This Plan creates the Non-Abuse Litigation Reserve to fund payments  
12 to Holders of Allowed Non-Abuse Litigation Claims in accordance with Section 12.7 of the Plan. Except  
13 to the extent a Holder of an Allowed Non-Abuse Litigation Claim agrees to less favorable treatment of  
14 such Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for such  
15 Allowed Non-Abuse Litigation Claim, each such Holder shall receive their allocable share of the Non-  
16 Abuse Litigation Reserve.

17           4.6.3. *Impairment and Voting.* Class 6 Claims are Impaired under the Plan. Each Holder  
18 of a Class 6 Claim is entitled to vote to accept or reject the Plan.

19           **4.7. *Class 7A – Abuse Related Contribution Claims Related to Class 4 Claims***

20           4.7.1. *Description.* Class 7A shall consist of all Abuse Related Contribution Claims  
21 against the Debtor arising out of a Class 4 Claim.

22           4.7.2. *Treatment.* Any Holder of a Class 7A Claim who is also a Contributing Non-Debtor  
23 Catholic Entity shall be deemed to have waived its Class 7A Claim against the Debtor, Reorganized  
24 Debtor, the Estate, the Survivors' Trust, and any Settling Insurer in exchange for the Release and  
25 Exculpation provided by this Plan. Any Holder of a Class 7A Claim who is not a Contributing Non-  
26 Debtor Catholic Entity shall have its Class 7A Claim Disallowed.

1                   4.7.3. *Impairment and Voting.* Class 7A Claims are Impaired under the Plan. Holders of  
2 Class 7A Claims shall not receive a distribution under this Plan and are therefore deemed to reject the  
3 Plan.

4                   **4.8. *Class 7B – Abuse Related Contribution Claims Related to Class 5 Claims***

5                   4.8.1. *Description.* Class 7B shall consist of all Abuse Related Contribution Claims  
6 against the Debtor arising out of a Class 5 Claim.

7                   4.8.2. *Treatment.* Any Holder of a Class 7B Claim who is also a Contributing Non-Debtor  
8 Catholic Entity shall be deemed to have waived its Class 7B Claim against the Debtor, Reorganized  
9 Debtor, the Estate, the Survivors' Trust, and any Settling Insurer in exchange for the Release and  
10 Exculpation provided by this Plan. Any Holder of a Class 7B Claim who is not a Contributing Non-  
11 Debtor Catholic Entity shall have its Class 7B Claim Disallowed.

12                   4.8.3. *Impairment and Voting.* Class 7B Claims are Impaired under the Plan. Holders of  
13 Class 7B Claims shall not receive a distribution under this Plan and are therefore deemed to reject the  
14 Plan.

15                   **4.9. *Class 8 – OPF Claim***

16                   4.9.1. *Description.* Class 8 shall consist of the Allowed OPF Claim.

17                   4.9.2. *Treatment.* Except to the extent OPF agrees to less favorable treatment, in full and  
18 final satisfaction, settlement, release, and discharge of and in exchange for the Allowed OPF Claim, the  
19 Reorganized Debtor shall pay the Allowed Class 8 Claim in full and in Cash, without interest. Payment  
20 on the Allowed OPF Claim shall commence on or before the date that is ten (10) years after the Effective  
21 Date. Payments shall be made on a schedule and on such terms as may be agreed by the Reorganized  
22 Debtor and OPF; provided, however, the Allowed OPF Claim shall be paid in full no later than the date  
23 that is thirty (30) years after the Effective Date.

24                   4.9.3. *Impairment and Voting.* Class 8 Claims are Impaired under the Plan. Each Holder  
25 of a Class 8 Claim is entitled to vote to accept or reject the Plan.

1

**ARTICLE V**  
**DISPUTED CLAIMS AND CLAIM DISTRIBUTIONS**

2

3       **5.1. *Single Claim.*** Except as otherwise provided by this Plan, a Person that holds multiple  
4       Allowed Claims based on the same indebtedness or obligation shall be deemed to have only one Allowed  
5       Claim against the Estate in an amount equal to the largest of all such similar Claims for the purposes of  
6       voting and distribution under the Plan.

7       **5.2. *Claims Objections.***

8           **5.2.1. *Who May Object.*** Subject to the terms of this Section 5.2, any party in interest shall  
9       be entitled to object to Claims to the extent permitted under Section 502(a) of the Bankruptcy Code, and  
10      the Holder of any Claim to which an objection is made is entitled to assert their defenses to such objection.

11           **5.2.2. *Objections to Abuse Claims.*** All parties in interest reserve the right to object, in  
12      the Bankruptcy Court, to Abuse Claims pursuant to Section 502(a) of the Bankruptcy Code, and Holders  
13      of Abuse Claims may reserve their defenses to such objections. All parties in interest, including without  
14      limitation the Non-Settling Insurers, reserve the right to object to any Proofs of Claim based on any  
15      applicable defense arising under the Bankruptcy Code (including untimeliness and any injunction barring  
16      late or unfiled claims); provided, however, (i) any determination of the dollar amount of liability, and any  
17      defense based upon non-bankruptcy law, shall be made in a court of competent jurisdiction as determined  
18      under applicable non-bankruptcy law, and (ii) all determinations regarding coverage shall be made in the  
19      District Court or such other venue as the affected parties (including without limitation any Non-Settling  
20      Insurer) may agree. The Non-Settling Insurers shall be entitled to defend against any Abuse Claim in the  
21      non-bankruptcy court system based upon any of the objections that could otherwise have been asserted in  
22      the Chapter 11 Case.

23           **5.2.3. *Time for Objections.*** The Reorganized Debtor and the Survivors' Trust may File  
24       an objection to any Claim at any time through the closing of the Chapter 11 Case. For all other parties in  
25       interest, an objection to a Claim must be Filed on or before the Claims Objection Deadline.

26           **5.2.4. *Disputed Claim.*** Upon the filing of an objection to a Claim, the Claim shall be a  
27       Disputed Claim.

1       **5.3. *Treatment of Disputed Claims.*** Until such time as an unliquidated Claim, contingent  
2 Claim, or unliquidated or contingent portion of a Claim becomes Allowed or is Disallowed, such Claim  
3 will be treated as a Disputed Claim for all purposes related to Plan distributions. No distribution shall be  
4 made on account of any Disputed Claim unless and until all objections to such Disputed Claim have been  
5 settled or withdrawn or have been determined by an order which has become a non-appealable order, and  
6 the Disputed Claim has become an Allowed Claim. In the event that Disputed Claims in Class 2 or Class  
7 3 are pending at the time of a distribution under the Plan, the Reorganized Debtor shall maintain a  
8 reasonable reserve for such Disputed Claims. No distribution of such reserved funds for a Disputed Claim  
9 shall be made until such Disputed Claim has been resolved by order of the Court or compromise consistent  
10 with the terms of the Plan and the Bankruptcy Code. Distributions for Disputed Claims in Class 4 or Class  
11 5 shall be as provided in the Survivors' Trust Distribution Plan and/or other Survivors' Trust Documents.

12       **5.4. *Late-Filed Claims.*** Proofs of Claim that are not Filed on or before the applicable Claims  
13 Bar Date, or otherwise deemed timely and/or Allowed by order of the Court, shall receive no distribution  
14 under this Plan, shall be deemed Disallowed Claims, and shall be expunged. The submission of a ballot  
15 to vote on the Plan shall not constitute an amendable informal Proof of Claim or an amendment to a  
16 previously filed Proof of Claim or scheduled Claim. Any amendment to an otherwise timely filed Proof  
17 of Claim must be Filed on or before the Confirmation Date, provided that the foregoing shall not waive  
18 or modify the right of any party in interest to object to amendment of a Claim before the Confirmation  
19 Date.

20       **5.5. *Claim Estimation.*** To effectuate distributions pursuant to the Plan and avoid undue delay  
21 in the administration of the Plan, the Reorganized Debtor or the Survivors' Trustee, as applicable, shall  
22 have the right to seek an order of the Court pursuant to Section 502(c) of the Bankruptcy Code as to any  
23 Disputed Claim, estimating or limiting: (i) the amount that must be withheld from or reserved for  
24 distribution purposes on account of such Disputed Claim, (ii) the amount of such Claim for allowance or  
25 disallowance purposes, or (iii) the amount of such Claim for any other purpose permitted under the  
26 Bankruptcy Code. Whether any such Claim is subject to estimation pursuant to Section 502(c) of the  
27  
28

1 Bankruptcy Code, and the timing and procedures for such estimation proceedings, if any, shall be  
2 determined by the Court pursuant to applicable law.

3 **5.6. *No Distribution to Disallowed Claims.*** Notwithstanding any provision herein to the  
4 contrary, no distribution shall be made on account of any Claim which (i) is not an Allowed Claim in  
5 whole or in part, or (ii) has otherwise been deemed or determined to be a Disallowed Claim.

6 **5.7. *Timing of Distributions to Allowed Claims.***

7 **5.7.1. *Next Business Day.*** Whenever any distribution to be made pursuant to the Plan  
8 would otherwise be due on a day other than a Business Day, such distribution shall be due on the  
9 immediately succeeding Business Day.

10 **5.7.2. *Timeliness.*** Any distribution to be made by the Reorganized Debtor pursuant to  
11 the Plan or agreements entered into pursuant to the Plan, or by the Survivors' Trust pursuant to the Plan  
12 or Survivors' Trust Documents or agreements entered into pursuant to either, shall be deemed to have  
13 been timely made if made within fifteen (15) days after the time therefor specified in the Plan or such  
14 other agreements between the Holder of a Claim and the Debtor, Reorganized Debtor, or Survivors' Trust,  
15 as applicable. No additional interest shall accrue or be paid with respect to any distribution as a  
16 consequence of such distribution not having been made on the date specified therefor herein. For the  
17 avoidance of doubt, this section does not modify the terms of assumed Executory Contracts or Unexpired  
18 Leases of non-residential real property.

19 **5.8. *Transfers of Claims.*** As of the close of business on the Confirmation Date, there shall be  
20 no further changes in the record Holders of Claims for purposes of distributions under the Plan unless the  
21 Reorganized Debtor (as to all Claims other than Class 4 and Class 5 Claims) or the Survivors' Trustee (as  
22 to Class 4 and Class 5 Claims) otherwise agree. Neither the Reorganized Debtor nor the Survivors'  
23 Trustee shall have any obligation to recognize any unapproved transfer of Claims occurring after the  
24 Confirmation Date.

25 **5.9. *Prepayment.*** Notwithstanding anything to the contrary herein or in the Plan Documents,  
26 the Reorganized Debtor may prepay all or any portion of an Allowed Claim payable by the Reorganized

1 Debtor or a note issued by the Debtor or Reorganized Debtor in payment of an Allowed Claim at any time  
2 without charge or penalty.

3 **5.10. *Delivery of Distributions.*** Distributions to Holders of Allowed Claims, other than Class  
4 or Class 5 Claims, will be sent to (i) the addresses set forth in any written notice of address change  
5 delivered to the Debtor or the Reorganized Debtor after the date of any related Proof of Claim; (ii) the  
6 address set forth on such Holder's Proof of Claim Filed with the Court; (iii) the address set forth on the  
7 Schedules, if no Proof of Claim has been filed and no notice of change of address has been received; or  
8 (iv) the last known address reflected in the Debtor's books and records. Distributions to Abuse Claimants  
9 and Unknown Abuse Claimants from the Survivors' Trust Assets will be made in accordance with the  
10 Survivors' Trust Documents.

11 **5.11. *Unclaimed Distributions.*** If a Holder of an Allowed Claim cannot be located after  
12 reasonable effort, or otherwise fails to accept a distribution within ninety (90) days following the date of  
13 such distribution, then the distribution to such Holder shall be canceled and there shall be no further  
14 distributions required with respect to such Claim.

15 **5.12. *No Interest.*** Unless otherwise specifically provided for in the Plan, by applicable law  
16 (including Section 506(b) of the Bankruptcy Code), or agreed to by the Debtor or the Reorganized Debtor  
17 (as applicable): (i) interest shall not accrue or be paid on any Claim, and no Holder of any Claim shall be  
18 entitled to interest accruing on and after the Petition Date on account of any Claim; and (ii) without  
19 limiting the foregoing, interest shall not accrue on or be paid on any Disputed Claim in respect of the  
20 period from the Effective Date to the date a final distribution is made when and if such Disputed Claim  
21 becomes an Allowed Claim.

22 **5.13. *Provisions Governing Unimpaired Claims.*** Except as otherwise provided in the Plan,  
23 nothing will affect the Debtor's or the Reorganized Debtor's rights and defenses with respect to any  
24 Unimpaired Claims, including, but not limited to, all rights with respect to legal and equitable defenses  
25 to, or setoffs or recoupments against, such Unimpaired Claims.

26 **5.14. *Additional Terms Regarding Class 4 and Class 5 Claims.*** Except as otherwise provided  
27 above, terms for resolution of and distribution in connection with Abuse Claims in Class 4 or Class 5 shall  
28 be as provided in the Survivors' Trust Documents. For the avoidance of doubt, any such Holder of an

1 Abuse Claim shall not recover in the aggregate from the Survivors' Trust and any Non-Settling Insurer an  
2 amount greater than the amount of the judgment issued by the applicable court of competent jurisdiction  
3 in connection with the underlying Abuse Claim.

4

## ARTICLE VI 5 VOTING ON THE PLAN

6 **6.1. Voting Classes.** Only Holders of Claims in Classes 3, 4, 5, 6, and 8 are Impaired and  
7 entitled to vote to accept or reject the Plan. Class 1 and 2 Claims are Unimpaired, and the Holders of such  
8 Claims are presumed to accept the Plan. Class 7A and 7B Claims are Impaired, and Holders of such  
9 Claims are presumed to reject the Plan. A Class shall have accepted this Plan if this Plan is accepted by  
10 at least two-thirds in the aggregate dollar amount, and more than one-half in number of Holders, of the  
11 Allowed Claims of such Class that have voted to either accept or reject the Plan.

12 **6.2. Opt-Out Release Forms.** Each Holder of a Class 4 Claim and the Unknown Abuse Claims  
13 Representative on behalf of all Holders of Class 5 Claims shall receive with their Ballot an Opt-Out  
14 Release Form giving such Holder the right to affirmatively opt out of the Releases provided under Section  
15 13.9 of this Plan. Any Holder of a Claim who does not, on or before the Voting Deadline, affirmatively  
16 opt out of such Releases by returning their Opt-Out Release Form after checking the appropriate box on  
17 the Opt-Out Release Form indicating they opt not to grant such Releases shall be deemed to have  
18 consented to and granted such Releases.

19 **6.3. Elimination of Vacant Classes.** Any Class of Claims that does not have a Holder of an  
20 Allowed Claim or a Claim temporarily Allowed by the Bankruptcy Court for purposes of voting as of the  
21 date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to  
22 accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class  
23 pursuant to Section 1129(a)(8) of the Bankruptcy Code.

24 **6.4. Effect of Objections.** If an objection to a Claim is filed before the deadline established  
25 for voting on the Plan, the Holder of such Claim cannot vote and any ballot submitted by such Holder

1 shall not be counted unless the Court, after notice and hearing, either overrules the objection or orders that  
2 the Claim be Allowed for voting purposes.

3

## ARTICLE VII 4 EXECUTORY CONTRACTS AND UNEXPIRED LEASES

5 **7.1. Prior Orders.** All orders of the Court entered in the Chapter 11 Case authorizing the  
6 assumption or rejection of Executory Contracts or Unexpired Leases pursuant to Section 365 of the  
7 Bankruptcy Code are hereby ratified.

8 **7.2. Assumption of Contracts and Unexpired Leases.**

9 7.2.1. *Contracts to be Assumed.* The following Executory Contracts shall be assumed as  
10 of the Effective Date, pursuant to Section 365 of the Bankruptcy Code, by confirmation of this Plan. Entry  
11 of the Confirmation Order shall constitute approval, pursuant to Sections 365(a) and 1123 of the  
12 Bankruptcy Code, for the assumption of each Executory Contract assumed under this Section 7.2. Each  
13 Executory Contract assumed by the Debtor will re-vest in and be fully enforceable by the Reorganized  
14 Debtor in accordance with its terms, except as such terms are modified by the provisions of the Plan or  
15 any order of the Bankruptcy Court authorizing and providing for its assumption, or by applicable law.

16 7.2.1.1. *Employee Benefits:* On the Effective Date, all Assumed Employee  
17 Benefit Plans are deemed to be, and shall be treated as, Executory Contracts under this Plan, and  
18 shall be assumed as of the Effective Date. All outstanding payments which are accrued and unpaid  
19 as of the Effective Date pursuant to the Assumed Employee Benefit Plans shall be made by the  
20 Reorganized Debtor on the later of (i) the Effective Date, (ii) as soon as practicable thereafter, or  
21 (iii) when otherwise due under the applicable Assumed Employee Benefit Plan. Such assumption  
22 shall have the effect of curing and reinstating the rights of the employee beneficiaries, and shall  
23 result in the full release and satisfaction of any Claims and Causes of Action against the Debtor or  
24 defaults by the Debtor arising under any Assumed Employee Benefit Plan at any time before the  
25 Effective Date. Any Proofs of Claim filed with respect to an Assumed Employee Benefit Plan  
26 shall be deemed Disallowed Claims and expunged, without further notice to or action, order, or  
27 approval of the Bankruptcy Court.

7.2.1.2. *Assumption of Other Contracts:* Except for any Executory Contract:

(i) previously rejected by order of the Bankruptcy Court, (ii) subject to a pending motion to reject before the Bankruptcy Court, (iii) previously expired or terminated pursuant to its own terms, or (iv) treated otherwise under this Plan, each Executory Contract entered into by the Debtor prior to the Petition Date shall be assumed, unless and except as otherwise provided in the Plan, Confirmation Order, or Insurance Settlement Agreement.

7.2.2. *Cure Amount and Payment.* As to each assumed Executory Contract, unless an Assumption Objection is filed no later than the deadline set forth below, the cure amount required under Section 365(b)(1) of the Bankruptcy Code shall be the amount set forth on the Executory Contract Cure Schedule, as it may be amended from time to time prior to Confirmation, or no payment if such Executory Contract is not listed on the Executory Contract Cure Schedule (for the avoidance of doubt, unless a different amount is set forth on the Executory Contract Cure Schedule, the Debtor contends that no cure payment is required). Such payment shall be made by the Debtor in full in Cash on the later of the Effective Date or when any Assumption Objection regarding the cure amount for the applicable Executory Contract is resolved by the Bankruptcy Court, or on such other terms as the parties to each such Executory Contract may otherwise agree.

7.2.3. *Objections to Assumption and Cure.* Any Person who is a party to an Executory Contract assumed under the Plan must File with the Court and serve upon interested parties an Assumption Objection. An Assumption Objection shall be accompanied by a declaration or other sufficient evidence setting forth the basis for any objection to assumption of that party's Executory Contract or Unexpired Lease, including without limitation as to the cure amount, on or before the later of: (i) the deadline set for filing of objections to confirmation of the Plan, or (ii) seven (7) days after the filing of the Executory Contract Cure Schedule (or any amendment thereto affecting such executory contract). Any Entity that fails to timely file and serve an Assumption Objection will be deemed to waive any and all objections to the proposed assumption of its Executory Contract. A hearing on the Assumption Objections will take place at the hearing on Confirmation, or as soon thereafter as the Court is available.

**7.3. Rejection of CCCEB Lease.** In connection with and contingent upon the execution of the CCCEB Settlement, the Unexpired Lease between the Debtor and CCCEB in effect as of the Petition Date,

together with any other contracts or agreements between the Debtor and CCCEB related to use or possession of the Cathedral Property, shall be rejected as of the Effective Date.

#### **7.4. *Rejection of Contracts.***

7.4.1. *Rejected Contracts.* Any Executory Contract or Unexpired Lease specifically identified in the Executory Contract Rejection Schedule shall be rejected as of the Effective Date. Entry of the Confirmation Order shall constitute the approval, pursuant to Section 365(a) of the Bankruptcy Code, of the rejection of such Executory Contracts and Unexpired Leases pursuant to the provisions of the Plan.

*7.4.2. Bar Date for Rejection Claims.* Any Claim arising out of the rejection of an Executory Contract or Unexpired Lease shall be a Disallowed Claim and forever barred and shall not be enforceable against the Debtor, the Reorganized Debtor, the Estate, or the Survivors' Trust and shall not be entitled to any distribution under the Plan, unless a Proof of Claim for such rejection Claim is filed and served on the Reorganized Debtor within twenty-one (21) days after the later of (a) the entry of an order of the Court approving the rejection of the Executory Contract or Unexpired Lease or (b) the Confirmation Date; provided that nothing contained in this Plan shall extend any deadline previously approved by the Court for a Person to file a Proof of Claim with respect to any Executory Contract or Unexpired Lease previously rejected in the Chapter 11 Case.

*7.4.3. Treatment of Rejection Claims.* Any Claim arising from the rejection of an Executory Contract or Unexpired Lease shall be classified and treated as a Class 3 General Unsecured Claim against the Debtor.

## **ARTICLE VIII**

### **INSURANCE ASSIGNMENT AND OTHER INSURANCE MATTERS**

**8.1. The Insurance Assignment.** Subject to the rights of the Non-Settling Insurers set forth in Section 8.3 of this Plan, in addition to the Debtor Cash Contribution and contributions from Contributing Non-Debtor Catholic Entities being paid to the Survivors' Trust, the Insurance Assignment shall become effective and the Assigned Insurance Interests shall be automatically and without further act or deed assigned and transferred to the Survivors' Trust on the Effective Date. The Insurance Assignment shall not be construed as an assignment of the Non-Settling Insurer Policies but rather an assignment of the

1 right to receive proceeds and remedies for Coverage Claims available under the Non-Settling Insurers'  
2 Abuse Insurance Policies, notwithstanding any anti-assignment provision in or incorporated into any such  
3 Abuse Insurance Policy. Upon the assignment of the Assigned Insurance Interests to the Survivors' Trust,  
4 Holders of Abuse Claims shall have the right to either receive a distribution of their individual allocable  
5 shares of contributions to the Survivors' Trust or to pursue all available insurance coverage and remedies for  
6 Coverage Claims under the Non-Settling Insurer Policies pursuant to, and in accordance with, applicable law  
7 and the terms of the Non-Settling Insurer Policies, as set forth in Article IX of the Plan. Upon the assignment  
8 of the Assigned Insurance Interests to the Survivors' Trust, recourse to the Released Parties shall be limited  
9 to the Assigned Insurance Interests and any other rights or interests expressly granted to the Survivors' Trust  
10 under this Plan. In furtherance of the Insurance Assignment:

11           8.1.1. The Insurance Assignment is made free and clear of all Claims, liens,  
12 encumbrances, or Causes of Action of any nature whatsoever pursuant to Section 363(f) of the Bankruptcy  
13 Code, except for available limits of liability for coverage of certain types of claims under one or more of  
14 the Abuse Insurance Policies that may have been reduced by certain prepetition payments made by an  
15 Insurer under any of the Abuse Insurance Policies.

16           8.1.2. The Survivors' Trust shall be solely responsible for satisfying, to the extent required  
17 under applicable law or the Abuse Insurance Policies, any premiums, deductibles, self-insured retentions,  
18 and fronting obligations arising in any way out of any and all Abuse Claims.

19           8.1.3. Upon the effectiveness of the Insurance Assignment, the Survivors' Trust shall have  
20 whatever obligations, if any, that exist under the Abuse Insurance Policies under applicable law, including  
21 without limitation all notice obligations required under the Abuse Insurance Policies and applicable law  
22 pertaining to Abuse Claims.

23           8.1.4. The Insurance Assignment is absolute upon entry of the Confirmation Order, and  
24 conditioned upon the occurrence of the Effective Date, and requires no further action by the Released  
25 Parties, the Survivors' Trust, the Bankruptcy Court, the Non-Settling Insurers, or any other Entity.

26           8.1.5. The Insurance Assignment shall be governed by, and construed in accordance with,  
27 the Bankruptcy Code and the laws of the state of California, without regard to conflict of law principles.

1                   8.1.6. The Insurance Assignment shall be effective to the maximum extent permissible  
2 under applicable law and the terms of the Abuse Insurance Policies.

3                   **8.2. *Insurance Coverage for Abuse Claims.***

4                   8.2.1. As set forth in Article IX of this Plan, Holders of Abuse Claims who do not elect  
5 to receive an Immediate Distribution (defined below) may seek to have their claim satisfied by electing  
6 either (i) the Distribution Option (defined below), or (ii) for the purpose of recovering from one or more  
7 Non-Settling Insurers under their respective Insurance Policies, the Litigation Option (defined below).  
8 Absent agreement of the applicable Non-Settling Insurer(s), the Holder of an Abuse Claim may only  
9 litigate coverage of such Holder's Abuse Claim under the Non-Settling Insurer's Abuse Insurance  
10 Policy(ies) by electing the Litigation Option.

11                   8.2.2. After Confirmation, any Holder of an Abuse Claim who elects to pursue his or her  
12 Claims against the Debtor, as a nominal party only, or (only to the extent permitted under applicable non-  
13 bankruptcy law) a Non-Settling Insurer in the non-bankruptcy court system, solely for the purpose of  
14 recovering from one or more Non-Settling Insurers under their respective Insurance Policies, shall be  
15 granted leave to pursue such Claim by filing in the Chapter 11 Case a written statement of intent to do so  
16 by electing the Litigation Option (which may be filed under a pseudonym if the claimant's name has not  
17 been previously publicly identified, *provided* that (i) the notice otherwise adequately identifies the relevant  
18 Claim including the case number for the pending litigation and (ii) the claimant or his or her counsel  
19 notifies the Non-Settling Insurers of the claimant's actual name). After the expiration of ninety (90) days  
20 following the filing of such written statement, such Holder of an Abuse Claim may continue to pursue  
21 such Claim in a Separate Action filed in a non-bankruptcy court of competent jurisdiction as determined  
22 by applicable law, solely to seek a recovery from Abuse Insurance Policies. Affected Non-Settling Insurers  
23 shall have the right (and the obligation, to the extent so provided under their respective Abuse Insurance  
24 Policy(ies)), to defend such claim, consistent with the terms of their Abuse Insurance Policies and  
25 applicable non-bankruptcy law. Such affected Non-Settling Insurers are also granted leave to defend  
26 against Abuse Claims and take other actions authorized in their respective Abuse Insurance Policies in  
27 response to Abuse Claims, including paying settlements to which the affected Non-Settling Insurers agree  
28 or any judgments. The Debtor (including the estate and the Reorganized Debtor) and the Survivors' Trust

1 will cooperate in the defense of any such claim to the extent provided under the applicable Abuse  
2 Insurance Policy or Policies and as requested by an affected Non-Settling Insurer.

3           8.2.3. If the Holder of an Abuse Claim elects the Litigation Option then, among other  
4 things, (1) the rights of affected Non-Settling Insurers to defend or associate in the defense of such Abuse  
5 Claims shall be fully preserved so that a Non-Settling Insurer who has offered to, or has an obligation to,  
6 defend may do so, and (2) the rights of affected Non-Settling Insurers to assert all coverage defenses and  
7 issues in any insurance recovery action (under Cal. Ins. Code § 11580 or otherwise) shall also be fully  
8 preserved. In any such insurance recovery action (under Cal. Ins. Code § 11580 or otherwise), Holders of  
9 Abuse Claims shall have no greater or lesser rights than the Debtor, including as to any findings of fact,  
10 conclusions of law, or rulings issued in connection with the Coverage Action or any other coverage  
11 litigation between the Debtor or the Survivors' Trust and any of the Insurers. To the extent any applicable  
12 Non-Settling Insurer elects not to defend an Abuse Claim in the non-bankruptcy court system after  
13 receiving proper notice and opportunity to do so, the Holder of an Abuse Claim shall be entitled to seek a  
14 default judgment against the Debtor as nominal party only, solely to allow such Holder of an Abuse Claim  
15 to then pursue insurance rights under Cal. Ins. Code § 11580 in accordance with the provisions in the Plan.

16           8.2.4. If a Holder of an Abuse Claim elects the Litigation Option and obtains a judgment  
17 against a Non-Settling Insurer, such Non-Settling Insurer shall pay the amount of the judgment to the  
18 Holder of such Claim in accordance with the provisions of the Plan.

19           ***8.3. Preservation of the Rights of Non-Settling Insurers.***

20           8.3.1. With respect to Non-Settling Insurers, nothing in the Plan, the Plan Documents, the  
21 Confirmation Order, or the Survivors' Trust Documents, including any provision that purports to be  
22 preemptory or supervening, shall in any way operate to, or have the effect of, impairing, altering,  
23 supplementing, changing, expanding, decreasing, or modifying (i) the terms and conditions of any Abuse  
24 Insurance Policy, (ii) the rights and obligations of the Debtor (or its Estate) and any Non-Settling Insurers  
25 (and third-party claims administrators) under any of the Abuse Insurance Policies, or (iii) the coverage or  
26 benefits provided under the Abuse Insurance Policies; provided, however, that because the Non-Settling  
27 Insurers would solely be potentially financially responsible for payment of Abuse Claims (and the Debtor  
28 would have no such potential financial responsibility), the provisions of Cal. Civil Code § 2860 entitling

1 an insured to appointment of independent counsel in certain circumstances shall not apply to any claims  
2 pursued by Holders of Abuse Claims against the Debtor (as a nominal party only) or the Survivors' Trust  
3 in the non-bankruptcy court system for the purpose of recovering from Non-Settling Insurers.

4           8.3.2. With respect to the Non-Settling Insurers, notwithstanding any provision in the  
5 Plan, the Plan Documents, the Confirmation Order, or the Survivors' Trust Documents, nothing contained  
6 in any such documents or in this paragraph shall impose, or shall be deemed or construed to impose, any  
7 obligation on any Non-Settling Insurer to provide a defense for, settle, or pay any judgment with respect  
8 to, any Abuse Claim. Rather, a Non-Settling Insurer's obligations, if any, with respect to an Abuse Claim  
9 shall be determined solely by and in accordance with the applicable Abuse Insurance Policy or Abuse  
10 Insurance Policies issued by that Non-Settling Insurer subject to applicable non-bankruptcy law. Nothing  
11 in the Plan, the Plan Documents, the Confirmation Order, or the Survivors' Trust Documents shall  
12 diminish or impair, or be deemed to diminish or impair, the rights of any Non-Settling Insurer to defend  
13 any Abuse Claim or to assert any claim, defense, right, or counterclaim in connection with any Abuse  
14 Claim or Abuse Insurance Policy in accordance with applicable law; provided, however, that any claim  
15 or counterclaim for Contribution (as defined below) against a Settling Insurer shall be addressed as  
16 provided herein.

17           8.3.3. For all issues relating to insurance coverage concerning Non-Settling Insurers, the  
18 provisions, terms, conditions, and limitations of the applicable Abuse Insurance Policies shall control,  
19 subject to applicable non-bankruptcy law.

20           8.3.4. A Non-Settling Insurer's obligation, if any, with respect to an Abuse Claim shall  
21 be determined solely by and in accordance with the applicable Abuse Insurance Policy or Abuse Insurance  
22 Policies issued by that Non-Settling Insurer subject to applicable non-bankruptcy law. Liability with  
23 respect to any Abuse Claim for purposes of any recovery against an Abuse Insurance Policy will be  
24 determined pursuant to applicable non-bankruptcy law.

25           8.3.5. With respect to the Non-Settling Insurers, for purposes of establishing the value of  
26 any Abuse Claim for purposes of recovery from, or coverage under, any Abuse Insurance Policy issued  
27 by a Non-Settling Insurer, no determination made in the Chapter 11 Case, nor any determinations made  
28 by the Claims Reviewer or Survivors' Trustee concerning any Abuse Claim at any time, shall be binding

1 on or against a Non-Settling Insurer, nor shall any party (including any Holder of an Abuse Claim against  
2 the Debtor) offer into evidence, or seek to admit into evidence, any such alleged determination in any tort  
3 actions pursued by Holders of Abuse Claims against the Debtor (as a nominal party only) or the Survivors'  
4 Trust in the non-bankruptcy court system for the purpose of recovering from Non-Settling Insurers, except  
5 for the limited purpose of establishing the amount of any credit to which Debtor (as a nominal party) may  
6 be entitled to offset any verdict in favor of a holder of an Abuse Claim.

7       8.3.6. The determination of, qualification, estimation of claims, and payment of trust  
8 distributions is not an admission of liability by the Debtor or Reorganized Debtor (as applicable), any  
9 Non-Settling Insurer, the Survivors' Trust, or any other Person with respect to any Abuse Claims and has  
10 no *res judicata* or collateral estoppel effect on any Non-Settling Insurer, the Debtor, the Survivors' Trust,  
11 or any other Person, except that such determination may be introduced for the limited purpose of  
12 establishing the amount of any credit to which the Debtor (as a nominal party) or the Survivors' Trust may  
13 be entitled to offset any verdict in favor of a Holder of an Abuse Claim.

14       8.3.7. Neither the Claims Reviewer's nor Survivors' Trustee's review of an Abuse Claim  
15 and determination of qualification, nor anything in the Survivors' Trust Documents (including any action  
16 or decision pursuant to the Survivors' Trust Documents, including any estimation of claims or payment  
17 of distributions), shall constitute a trial or an adjudication on the merits, or evidence of liability or  
18 damages, in any litigation with the Non-Settling Insurer or any other Person.

19       8.3.8. With respect to Non-Settling Insurers, nothing in the Plan, the Plan Documents, the  
20 Confirmation Order, or the Survivors' Trust Documents shall, under any theory, (a) constitute a trial, a  
21 judgment, an adjudication on the merits, or evidence establishing the liability (in the aggregate or  
22 otherwise) or obligation of the Debtor or the Survivors' Trust with respect to any Abuse Claim, (b)  
23 constitute a trial, a judgment, an adjudication on the merits, or evidence (or be introduced as evidence)  
24 establishing the liability of any Non-Settling Insurer in current or subsequent litigation for any Claim,  
25 including, without limitation, any Abuse Claim, or under any Abuse Insurance Policy, (c) constitute, or  
26 be deemed to constitute (or be introduced to support a determination) of the reasonableness of the amount  
27 of any Claim, including any Abuse Claim, either individually or in the aggregate with other Claims, (d)  
28 be deemed to grant to any Person or Entity any right to sue any Non-Settling Insurer directly, in connection

1 with a Claim, including any Abuse Claim, or any Abuse Insurance Policy, that such Person or Entity did  
2 not otherwise have under applicable non-bankruptcy law, (e) constitute a finding or determination (or be  
3 introduced to support a finding or determination) that the Debtor is a named insured, additional insured,  
4 or insured in any other way under any Abuse Insurance Policy, (f) constitute a finding or determination  
5 (or be introduced to support a finding or determination) that any Insurer in fact issued any alleged Abuse  
6 Insurance Policy or that any alleged Abuse Insurance Policy has any particular terms or conditions, (g)  
7 constitute a finding or determination (or be introduced to support a finding or determination) that any  
8 Insurer has any defense or indemnity obligation with respect to any Claim or Abuse Claim, or (h)  
9 constitute a finding or determination (or be introduced to support a finding or determination) on any matter  
10 at issue or which may be raised as an issue in any action, including the Coverage Action. In addition, no  
11 payment made in accordance with the Plan shall be, or be deemed to be, a waiver of any rights of any  
12 Non-Settling Insurer under any Abuse Insurance Policy.

13       8.3.9. Other than with respect to the effectiveness of the Insurance Assignment  
14 contemplated by the Plan (if necessary) and the findings necessary to confirm the Plan under Section 1129  
15 of the Bankruptcy Code for such purpose only, no Non-Settling Insurer shall be bound in any current or  
16 future litigation concerning an Abuse Claim or an Abuse Insurance Policy by any factual findings or  
17 conclusions of law issued in connection with Confirmation of the Plan, and no such findings of fact or  
18 conclusions of law shall have any *res judicata* or collateral estoppel effect on any Claim, defense, right,  
19 offset, or counterclaim that has been asserted or that may be asserted in any current or subsequent litigation  
20 concerning an Abuse Claim or an Abuse Insurance Policy. Non-Settling Insurers shall retain, and be  
21 permitted to assert, (i) all of their insurance coverage defenses subject to applicable non-bankruptcy law  
22 in connection with Abuse Claims notwithstanding any provision of the Plan, the Plan Documents, or the  
23 Confirmation Order, provided, however, no Non-Settling Insurer may assert the Insurance Assignment as  
24 a defense to any Coverage Claim nor challenge the efficacy or validity of the Insurance Assignment, and  
25 (ii) all of the Debtor's defenses to liability, both legal and equitable, in connection with any asserted Abuse  
26 Claim, and the Non-Settling Insurers' rights to assert all such underlying defenses and insurance coverage  
27 defenses in connection with Abuse Claims will not be impaired in any way by the Plan, the Plan  
28

1 Documents, the Confirmation Order, or the Survivors' Trust Documents, but shall be subject to applicable  
2 non-bankruptcy law.

3 8.3.10. Any disputes regarding a Non-Settling Insurer's liability for Abuse Claims and/or  
4 coverage therefor under any Abuse Insurance Policy shall be resolved under applicable non-bankruptcy  
5 law in the District Court overseeing the Coverage Action or such other venue as the affected parties  
6 (including the Non-Settling Insurer(s)) may agree.

7 8.3.11. Nothing herein shall limit the ability of any Non-Settling Insurer to agree to  
8 different terms or treatment of its Abuse Insurance Policies as part of a consensual settlement with the  
9 Debtor, Survivors' Trust, and/or Holders of Abuse Claims.

10 8.3.12. Any Non-Settling Insurer's legal, equitable, or contractual rights and obligations  
11 relating to the Abuse Insurance Policies issued by such Non-Settling Insurer shall be determined under  
12 applicable non-bankruptcy law. Nothing in the Plan shall be construed to impair or diminish the Debtor's  
13 or any Non-Settling Insurer's legal, equitable, or contractual rights or obligations under any Abuse  
14 Insurance Policy including, but not limited to, the ability to negotiate resolution of any dispute; provided,  
15 however, (a) that because Non-Settling Insurers would solely be potentially financially responsible for  
16 payment of Abuse Claims (and the Debtor would have no such potential financial responsibility), the  
17 provisions of Cal. Civil Code § 2860 entitling an insured to appointment of independent counsel in certain  
18 circumstances shall not apply to any claims pursued by Holders of Abuse Claims against the Debtor (as a  
19 nominal party only) in the non-bankruptcy court system for the purpose of recovering from Debtor (as a  
20 nominal party) and (b) the Debtor (including the Estate and the Reorganized Debtor) shall have no right  
21 to (i) direct or interfere with a Non-Settling Insurer's defense of a tort action asserting an Abuse Claim,  
22 or (ii) settle an Abuse Claim without the consent of all affected Non-Settling Insurers; provided, however,  
23 that at the Reorganized Debtor's election and at its sole expense, the Reorganized Debtor may appoint its  
24 own counsel ("Reorganized Debtor Counsel") to represent the Bishop in the defense of any action by a  
25 Holder of an Abuse Claim against the Debtor (as a nominal party only). Any such Reorganized Debtor  
26 Counsel shall cooperate and coordinate with defense counsel appointed by the Non-Settling Insurers to  
27 represent the Debtor in such action, and the Reorganized Debtor's election to appoint Reorganized Debtor  
28 Counsel shall not constitute direction of or interference with a Non-Settling Insurer's defense of a tort

1 action asserting an Abuse Claim. The Non-Settling Insurers reserve all policy defenses and claims,  
2 including without limitation all rights, claims, and defenses concerning cooperation, offsets, recoupments,  
3 deductions, deductibles, self-insured retentions, and all rights, claims, and defenses provided in their  
4 policies.

5       8.3.13. Except as expressly stated herein, any coverage issues involving the Non-Settling  
6 Insurers or the Abuse Insurance Policies issued by the Non-Settling Insurers shall be determined in  
7 accordance with applicable non-bankruptcy law. All positions and arguments with respect to available  
8 coverage under such Abuse Insurance Policies shall be fully preserved for assertion by the Non-Settling  
9 Insurers and Abuse Claimants in any litigation of coverage issues. Subject to the terms of the Plan, the  
10 Non-Settling Insurers and Holders of Abuse Claims reserve their rights, if any, to (i) bring proceedings  
11 concerning the application and interpretation of the terms of the Abuse Insurance Policies and rights  
12 thereunder, as well as whether defense and/or indemnity are owed under the Abuse Insurance Policies,  
13 and (ii) oppose any such proceeding commenced by any other person or entity in any court of appropriate  
14 jurisdiction as determined under applicable non-bankruptcy law; provided, however, except as provided  
15 below, because the Debtor will have received a discharge under the Plan, any effort to collect from Abuse  
16 Insurance Policies issued by the Non-Settling Insurers to satisfy an Abuse Claim after Confirmation of  
17 the Plan shall be sought individually by the applicable Holder of an Abuse Claim after such Holder's  
18 Claim has been liquidated as provided herein. Any disputes regarding a Non-Settling Insurer's liability  
19 for Abuse Claims (after such Abuse Claim has been liquidated under the provisions set forth above) and/or  
20 coverage therefor under Abuse Insurance Policies shall be resolved under applicable non-bankruptcy law  
21 in the District Court or such other venue as the affected parties (including the Non-Settling Insurer(s))  
22 may agree.

23       8.3.14. The limitations in this Section 8.3 are for the benefit of the Non-Settling Insurers  
24 to preserve their ability to assert the Debtor's defenses to Abuse Claims as well as Non-Settling Insurers'  
25 own coverage defenses. For the avoidance of doubt, the Debtor (and the Reorganized Debtor, as  
26 applicable) reserves its right to enforce the Plan, including without limitation its discharge, and to the  
27 benefits of any settlements reached with Settling Insurers, provided that the foregoing will not limit the  
28 protections afforded to the Non-Settling Insurers herein. All parties in interest in this Chapter 11 Case

1 shall retain the right to enforce the Claims Bar Date Order (as amended) and all confidentiality orders  
2 issued in the Bankruptcy Case.

3                   8.3.15. The foregoing provisions of Section 8.3 of this Plan shall be incorporated into the  
4 Confirmation Order.

5                   **8.4. Scope of Plan Injunctions.** Any injunction under the Plan or Confirmation Order shall not  
6 enjoin a Non-Settling Insurer's right to assert any Claims against the Survivors' Trust for contribution,  
7 subrogation, indemnification, reimbursement, or other similar Cause of Action (collectively,  
8 "Contribution") for any Settling Insurer's alleged share or equitable share relating to the defense and/or  
9 indemnity obligation for any Abuse Claim, or for any Cause of Action released in any Insurance  
10 Settlement Agreements. If a Non-Settling Insurer asserts it has (a) Contribution Claims directly or  
11 indirectly arising out of or in any way relating to such Non-Settling Insurer's payment of loss on behalf  
12 of the Debtor or defense expenses incurred in any action that should have been paid by or are otherwise  
13 attributable to a Settling Insurer related to any Abuse Claim or (b) rights to recover any self-insured  
14 retentions/obligations and/or deductibles (collectively, "Payment Obligations") in connection with its  
15 payment of defense and/or indemnity related to an Abuse Claim, then (i) such Contribution Claims or  
16 Payment Obligations may be asserted as a setoff, defense, or counterclaim against any Abuse Claimant  
17 and/or the Survivors' Trust in any insurance action or insurance recovery action (under Cal. Ins. Code §  
18 11580 or otherwise) involving such Non-Settling Insurer and (ii) to the extent such Contribution Claims  
19 or Payment Obligations are determined to be valid, the liability (if any) of such Non-Settling Insurer to  
20 the holder of the Abuse Claim or the Survivors' Trust shall be reduced by the amount of such Contribution  
21 Claims or Payment Obligations, provided that if any such Contribution Claim exceeds the liability of such  
22 Non-Settling Insurer to the Survivors' Trust, the Non-Settling Insurer does not waive any excess claim  
23 and may seek affirmative recovery from the Survivors' Trust. To the extent payment of a self-insured  
24 retention is a condition to a Non-Settling Insurer's obligation to provide defense or indemnity under  
25 applicable non-bankruptcy law and the Non-Settling Insurer's applicable insurance policies, the failure of  
26 the Survivors' Trust to pay such self-insured retention to the Non-Settling Insurer shall result in the Non-  
27 Settling Insurer having the right to argue that such failure of payment is a complete defense to any claim  
28

1 for coverage by the Non-Settling Insurer to, or related to, any claim for recovery of insurance from the  
2 Non-Settling Insurer.

3 ***8.5. Non-Settling Insurers' Contribution Claims Against Settling Insurers.*** In any Action,  
4 including the Coverage Action, involving the Holder of an Abuse Claim and one or more Non-Settling  
5 Insurers, where a Non-Settling Insurer has asserted, asserts, or could assert any Contribution Claim against  
6 any of the Settling Insurers or the Survivors' Trust, and such Contribution Claims are determined by the  
7 court presiding over such Claims to be valid, then any judgment or award obtained against such Non-  
8 Settling Insurer by such Holder of an Abuse Claim shall be automatically reduced by the amount, if any,  
9 that the Survivors' Trust or any of the Settling Insurers is liable to pay such Non-Settling Insurer as a  
10 result of the Non-Settling Insurer's Contribution Claim, so that the Contribution Claim is thereby satisfied  
11 and extinguished; provided, however, that, as against the Survivors' Trust (as successor to the Debtor), a  
12 Non-Settling Insurer may only assert any such Contribution Claim for the payment of deductible or self-  
13 insured retention. The Settling Insurers shall be required to cooperate in good faith with the Debtor, the  
14 Reorganized Debtor, and/or the Survivors' Trust to take commercially reasonable steps to defend against  
15 any Contribution Claim by a Non-Settling Insurer.

16 ***8.6. Cooperation.*** The Survivors' Trust and the Debtor (including the Estate and the  
17 Reorganized Debtor) shall have the obligation as provided in the Abuse Insurance Policies to cooperate  
18 with the Non-Settling Insurers with respect to the investigation and defense of Abuse Claims pursuant to  
19 the terms of the Non-Settling Insurers' respective Abuse Insurance Policies, including with respect to  
20 preserving any documents relevant to liability or coverage disputes, making documents and witnesses  
21 available to the Non-Settling Insurers concerning such disputes, and maintaining privilege with regard to  
22 the defense. The Reorganized Debtor and its agents will not voluntarily waive any privilege under  
23 applicable non-bankruptcy law applicable to documents or communications related to alleged Abuse  
24 Claims (collectively, "Privileged Communications"). Without limiting the generality of the foregoing,  
25 neither the Reorganized Debtor nor its agents shall provide the Survivors' Trust or any Holder of an Abuse  
26 Claim with any Privileged Communications, absent the express consent of all affected Non-Settling  
27 Insurers or a court order compelling such a production. The Reorganized Debtor shall provide prompt  
28 notice of any requests and/or motions to compel disclosure of Privileged Communications and cooperate

1 with affected Insurers with respect to the same. The Non-Settling Insurers reserve all coverage defenses  
2 with respect to any current or future failure to cooperate. The Debtor and the Survivors' Trust reserve all  
3 rights under the applicable Abuse Insurance Policies of the Non-Settling Insurers. The Insurance  
4 Assignment does not violate and shall not be deemed to violate any cooperation requirements in any Abuse  
5 Insurance Policy.

6       **8.7. *Reductions In Non-Settling Insurers' Liability.*** If a Holder of an Abuse Claim is seeking  
7 both (a) a recovery from the Survivors' Trust and (b) a non-bankruptcy court action against the Debtor (as  
8 a nominal party only) for the purpose of seeking coverage and recovery under an Abuse Insurance Policy,  
9 and obtains both a distribution from the Survivors' Trust and a judgment against a Non-Settling Insurer  
10 from a court of competent jurisdiction, then the Non-Settling Insurer's liability shall be reduced on a  
11 dollar-for-dollar basis by the amount distributed to the Holder of such Abuse Claim from the Survivors'  
12 Trust. To the extent a Non-Settling Insurer pays an Abuse Claim as so determined without a credit for any  
13 recovery provided by the Survivors' Trust to the Holder of such Abuse Claim under the Plan, such Non-  
14 Settling Insurer shall be entitled to recover from the Survivors' Trust on account of its payment to such  
15 Holder an amount equal to the amount paid to such Holder by the Survivors' Trust. No Holder of an Abuse  
16 Claim shall recover in the aggregate from the Survivors' Trust and the Non-Settling Insurer an amount  
17 greater than the amount of the judgment issued by the applicable court of competent jurisdiction in  
18 connection with such Holder's underlying Abuse Claim.

19       **8.8. *Settling Insurers.***

20        8.8.1. *Pre-Confirmation Insurance Settlement Agreements.* If, before Confirmation, an  
21 Insurer enters into an Insurance Settlement Agreement with the Debtor under which the Insurer would become  
22 a Settling Insurer under this Plan upon entry of the Confirmation Order, the Debtor shall file with the Plan  
23 Supplement providing for any provisions required by the proposed Settling Insurer, and agreed to by the  
24 Debtor, to be made a part of this Plan. Any such provisions set forth in the Plan Supplement shall be deemed  
25 incorporated into this Section as part of the Plan. Any Insurer that becomes a Settling Insurer shall receive  
26 the treatment as may be provided in any Insurer Settlement Agreement approved by a Final Order. Each  
27 Insurance Settlement Agreement is effective and binding upon all Persons who have notice, and any of  
28 the foregoing Persons' successors and assigns, upon the entry of a Final Order approving the Insurance

1 Settlement Agreement and satisfaction of all conditions precedent. Payments by each Settling Insurer to  
2 the Survivors' Trust, and the releases by the Debtor and/or the Contributing Non-Debtor Catholic Entities  
3 of each Settling Insurer, pursuant to the Insurance Settlement Agreements shall occur and/or be effective  
4 according to the terms of each such agreement. The Insurance Settlement Agreements shall survive the  
5 Confirmation and the Effective Date. The rights of the parties under any Insurance Settlement Agreement  
6 shall be determined exclusively under the applicable Insurance Settlement Agreement and those  
7 provisions of the Final Order approving such Insurance Settlement Agreement, the Plan, and the  
8 Confirmation Order.

9           8.8.2. *Sale Free and Clear.* Each Settling Insurer Abuse Insurance Policy shall be sold to  
10 the issuing Settling Insurer, pursuant to Sections 105, 363, and 1123 of the Bankruptcy Code, free and  
11 clear of all liens and Claims of all Persons, to the extent provided for in each applicable Insurance  
12 Settlement Agreement.

13           8.8.3. *Timing.* The injunctions, releases, and discharges to which any Settling Insurer is  
14 entitled pursuant to such Insurance Settlement Agreement, the Plan, the Confirmation Order, the Final  
15 Order approving the Insurance Settlement Agreement, and the Bankruptcy Code shall become effective  
16 pursuant to the terms of such Insurance Settlement Agreement.

17           8.8.4. *Contribution Claims of Settling Insurers.* Each Settling Insurer agrees that it will  
18 not pursue any Abuse Related Contribution Claim that it might have against any other Insurer (a) whose  
19 Contribution Claim against Settling Insurers is satisfied and extinguished entirely; or (b) that does not  
20 make an Abuse Related Contribution Claim against the Settling Insurers, or any of them. If, in the future,  
21 a Non-Settling Insurer releases its Abuse Related Contribution Claims, if any such exist, that it may have  
22 against the Settling Insurers, then such released Settling Insurer shall release its Abuse Related  
23 Contribution Claims against such releasing Insurer. If any Non-Settling Insurer asserts a Claim directly  
24 against the Survivors' Trust arising from or concerning the one or more Settling Insurers' Abuse Insurance  
25 Policies, any Abuse Related Contribution Claim of the Settling Insurers shall be transferred to the  
26 Survivors' Trust, and the Survivors' Trust shall be authorized to assert the Contribution Claims of such  
27 Settling Insurer against such Non-Settling Insurer.

1

**ARTICLE IX**  
**THE SURVIVORS' TRUST**

2

3     ***9.1. Creation of the Survivors' Trust and Appointment of Trustee.***

4         9.1.1. *Establishment and Purpose of the Survivors' Trust.* On the Effective Date, the  
5     Survivors' Trust shall be established in accordance with the Survivors' Trust Documents. The Survivors'  
6     Trust will, upon its creation, and without limitation: (1) assume liability for all Abuse Claims, including  
7     without limitation Unknown Abuse Claims, of the Debtor, Contributing Non-Debtor Catholic Entities,  
8     and any Settling Insurers; and (2) receive, hold, administer, liquidate, and distribute the Survivors' Trust  
9     Assets in accordance with this Plan and the Survivors' Trust Documents. The Survivors' Trust shall  
10    administer, process, settle, resolve, liquidate, satisfy, and make Trust Distributions in such a way that  
11    Holders of Abuse Claims are treated equitably and in a substantially similar manner, subject to the applicable  
12    terms of the Plan Documents and the Survivors' Trust Documents. From and after the Effective Date, (x)  
13    the Abuse Claims and Unknown Abuse Claims against the Debtor and (y) Claims against any Settling  
14    Insurer for or relating to insurance coverage in connection with such Claims, shall be channeled to the  
15    Survivors' Trust pursuant to the Channeling Injunction set forth in Section 13.12 of the Plan and may be  
16    asserted only and exclusively against the Survivors' Trust. The Survivors' Trust shall have no liability for  
17    Non-Abuse Litigation Claims. Holders of Non-Abuse Litigation Claims shall have no recourse to the  
18    Survivors' Trust with respect to such Claims.

19         9.1.2. *Qualified Settlement Fund.* The Survivors' Trust is intended to qualify as a  
20    “qualified settlement fund” pursuant to Section 468B of the Tax Code and the regulations promulgated  
21    thereunder (the “Treasury Regulations”). The Debtor shall be the “transferor” within the meaning of  
22    Treasury Regulation Section 1.468B-1(d)(1). The Survivors' Trustee shall be the “administrator” of the  
23    Survivors' Trust within the meaning of Treasury Regulation Section 1.468B-2(k)(3).

24     ***9.2. Appointment and Powers of the Survivors' Trustee.*** On the Confirmation Date, the  
25    Bankruptcy Court shall appoint the Survivors' Trustee to serve in accordance with, and who shall have the  
26    functions and rights provided in, the Survivors' Trust Documents. Any successor Survivors' Trustee shall be  
27    appointed in accordance with the terms of the Survivors' Trust Documents. For purposes of the Survivors'  
28    Trustee performing his or her duties and fulfilling his or her obligations under the Survivors' Trust and the

1 Plan, the Survivors' Trust and the Survivors' Trustee shall be deemed to be "parties in interest" within the  
2 meaning of Section 1109(b) of the Bankruptcy Code. The Survivors' Trustee shall have such powers and  
3 duties as are set forth in the Survivors' Trust Documents, including without limitation the following:

4           9.2.1. *Survivors' Trustee as Fiduciary.* The Survivors' Trustee shall be deemed to be a  
5 fiduciary of the Survivors' Trust under the terms of the Survivors' Trust Agreement and shall have all  
6 rights, powers, authority, responsibilities, and benefits under California law specified in the Plan and as  
7 reflected in the Survivors' Trust Agreement, including commencing, prosecuting or settling causes of  
8 action, enforcing contracts, and asserting Claims, defenses, offsets and privileges. If there is any  
9 inconsistency or ambiguity between the Confirmation Order and the Survivors' Trust Agreement with  
10 respect to Trustee's authority to act, the provisions of the Survivors' Trust Agreement shall control.

11           9.2.2. *Liquidation of Survivors' Trust Assets.* The Survivors' Trustee shall liquidate and  
12 convert to Cash the Survivors' Trust Assets, make timely distributions, and not unduly prolong the  
13 duration of the Survivors' Trust. The Survivors' Trustee may also abandon any property which the  
14 Survivors' Trustee determines in the Survivors' Trustee's reasonable discretion to be of *de minimis* value  
15 or of more burden than the value of the Survivors' Trust.

16           9.2.3. *Protection of Survivors' Trust Assets.* The Survivors' Trustee shall protect and  
17 enforce the rights in and to the Survivors' Trust Assets under the Survivors' Trust Documents.

18           9.2.4. *Bank Accounts of the Survivors' Trust.* The Survivors' Trustee may open and  
19 maintain bank accounts on behalf of the Survivors' Trust to deposit funds in and draw checks on the bank  
20 accounts as appropriate under the Survivors' Trust Documents. Notwithstanding anything herein to the  
21 contrary, the Survivors' Trustee may open and maintain bank accounts on behalf of the Survivors' Trust  
22 after Confirmation but before the Effective Date.

23           9.2.5. *Insurance.* The Survivors' Trustee shall obtain all reasonably available insurance  
24 coverage with respect to any property that is, or may in the future become, a Survivors' Trust Asset.

25           9.2.6. *Taxes.* The Survivors' Trustee may request an expedited determination of taxes of  
26 the Survivors' Trust under Section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of,  
27 the Survivors' Trust for all taxable periods through the dissolution of the Survivors' Trust.

9.2.7. *Settlements With Non-Settling Insurers.* The Survivors' Trustee shall be authorized to enter into consensual settlements with one or more Non-Settling Insurers on and after the Effective Date, covering some or all of the Abuse Claims insured thereby, provided that such settlements shall not impair the rights of any other Non-Settling Insurers, including those rights set forth herein. Approval requirements, if any, for such settlements shall be as specified in the Survivors' Trust Agreement. No settlement (whether in the Plan or otherwise) as among any of the Debtor, its Estate, the Survivors' Trust, and Holder of an Abuse Claim, and the Settling Insurers, including payment obligations, shall bind a Non-Settling Insurer in any way without its consent.

**9.3. Property and Funding of the Survivors' Trust.** The Survivors' Trust shall be funded with (i) aggregate Cash contributions from the Debtor and Reorganized Debtor (as applicable) of \$103 million, (ii) any Cash contributions from a Contributing Non-Debtor Catholic Entity pursuant to Section 9.3.2 of this Plan, (iii) title to the Livermore Property, on an as-is, where-is basis, (iv) any proceeds held by the Debtor or the Reorganized Debtor on account of Insurance Settlement Agreements as set forth in this Section 9.3, and (v) the Assigned Insurance Interests. These contributions to the Survivors' Trust shall be made according to the schedule set forth in this Section 9.3. The Debtor Cash Contribution (as defined in this Section 9.3) and any Non-Debtor Catholic Entity Contribution (as defined in this Section 9.3) shall be made in respect of the uninsured exposure of the Debtor and any Contributing Non-Debtor Catholic Entities for Abuse Claims (including Unknown Abuse Claims), including, but not limited to, years in which no Non-Settling Insurer Policies are available and, to the extent required under applicable law, when a self-insured retention or deductible must be satisfied to access coverage under Non-Settling Insurer Policies. The Debtor Cash Contribution and any Non-Debtor Catholic Entity Contributions are not, and shall not be construed as, a discharge and/or release of any Abuse Claim (including any Unknown Abuse Claim) covered or alleged to be covered under any of the Non-Settling Insurer Policies. Notwithstanding the foregoing, the Debtor and any Contributing Non-Debtor Catholic Entity shall have no further financial obligations under this Plan or the Plan Documents to Holders of Allowed Abuse Claims, including Allowed

1 Unknown Abuse Claims, other than the obligations required to be paid to the Survivors' Trust in Section  
2 9.3 of this Plan.

3                   9.3.1. *Debtor Cash Contribution.* On the Effective Date of the Plan, the Debtor shall  
4 transfer \$63 million in good and available funds to the Survivors' Trust using wiring instructions provided  
5 by the Survivors' Trustee (the "Initial Debtor Contribution"). The Initial Debtor Contribution will consist  
6 of (i) approximately \$53 million in Cash received through the Exit Facility, and (ii) approximately \$10  
7 million in non-restricted Cash held by the Debtor. The Survivors' Trust shall also receive Cash from the  
8 Debtor as set forth below (collectively, the "Additional Debtor Contributions" and together with the Initial  
9 Debtor Contribution, the "Debtor Cash Contribution"):

10                   9.3.1.1.       On the date that is one year after the Effective Date, the Debtor shall  
11 transfer \$10 million in good and available funds to the Survivors' Trust using wiring instructions  
12 provided by the Survivors' Trustee.

13                   9.3.1.2.       On the date that is two years after the Effective Date, the Debtor  
14 shall transfer \$10 million in good and available funds to the Survivors' Trust using wiring  
15 instructions provided by the Survivors' Trustee.

16                   9.3.1.3.       On the date that is three years after the Effective Date, the Debtor  
17 shall transfer \$10 million in good and available funds to the Survivors' Trust using wiring  
18 instructions provided by the Survivors' Trustee.

19                   9.3.1.4.       On the date that is four years after the Effective Date, the Debtor  
20 shall transfer \$10 million in good and available funds to the Survivors' Trust using wiring  
21 instructions provided by the Survivors' Trustee.

22                   9.3.2. *Contributions from Non-Debtor Catholic Entities.* Any Non-Debtor Catholic  
23 Entity against whom the Holder of a Class 4 Claim has asserted liability in connection with an Abuse  
24 Claim may become a Contributing Non-Debtor Catholic Entity by contributing Cash or other assets to the  
25 Survivors' Trust in exchange for Releases by such Holders of Class 4 Claims.

26                   9.3.2.1.      *Roman Catholic Welfare Corporation of Oakland.* RCWC shall  
27 contribute Cash to the Survivors' Trust in an aggregate amount that is contingent on the number  
28 of Releases it secures from those Holders of Class 4 Claims and Class 5 Claims who have asserted

1 liability against RCWC in connection with an Abuse Claim (“RCWC Claimants”). RCWC shall  
2 transfer a total of \$14,250,000.00 (the “RCWC Cash Contribution”) to the Survivors’ Trust, as  
3 follows: \$2,000,000.00 on the Effective Date, \$3,000,000.00 on the date that is one year after the  
4 Effective Date, \$3,000,000.00 on the date that is two years after the Effective Date, \$3,000,000.00  
5 on the date that is three years after the Effective Date, and \$3,250,000.00 on the date that is four  
6 years after the Effective Date; provided, however, if less than 100% of all RCWC Claimants grant  
7 RCWC a release pursuant to Section 13.9 of the Plan, then the RCWC Cash Contribution, and  
8 each of its installments set forth in this Section 9.3.2.2, shall be reduced by a percentage  
9 proportional to the percentage of RCWC Claimants who opt out of granting RCWC such release.  
10 By way of illustration only, if 80% of RCWC Claimants grant RCWC a release pursuant to Section  
11 13.9 of the Plan, RCWC need only contribute 80% of the aggregate RCWC Cash Contribution, or  
12 \$11,400,000.00, to the Survivors’ Trust, in installments of \$1,600,000.00 on the Effective Date,  
13 \$2,400,000.00 on the first, second, and third anniversaries of the Effective Date, and \$2,600,000.00  
14 on the fourth anniversary of the Effective Date.

15 9.3.2.2. *Other Contributing Non-Debtor Catholic Entities.* Should any other  
16 Non-Debtor Catholic Entity become a Contributing Non-Debtor Catholic Entity between the filing  
17 of this Plan and the date of the filing of the Plan Supplement, the Plan Supplement shall set forth  
18 the amount of Cash contributed by any such Non-Debtor Catholic Entity (or, if the Contribution  
19 is not in Cash, the nature and approximate Cash-value of the contribution by any such Non-Debtor  
20 Catholic Entity) and shall set forth the extent to which such Non-Debtor Catholic Entity’s  
21 contribution is conditioned on the number of Releases it receives from Holders of Class 4 and  
22 Class 5 Claims asserting liability against such Non-Debtor Catholic Entity in connection with an  
23 Abuse Claim.

24 9.3.2.3. *Release by Holders of Class 5 Claims.* For purposes of calculating  
25 the percentage of releases under Section 13.9 of the Plan a Non-Debtor Catholic Entity receives,  
26 the Unknown Abuse Claims Representative shall count as a single Holder, and each Holder of a  
27 Class 4 Claim shall count as a single Holder.

1                   9.3.3. *Separate Contributions.* Any contribution to the Survivors' Trust by a Contributing  
2 Non-Debtor Catholic Entity shall be in addition to and separate from the Debtor Cash Contribution.

3                   9.3.4. *Livermore Property.* The Debtor, through its affiliate Adventus, shall transfer  
4 ownership of the Livermore Property to the Survivors' Trust on the Effective Date. Adventus shall be  
5 treated as a Contributing Non-Debtor Catholic Entity under the Plan.

6                   9.3.5. *Insurance Settlement Agreements.* In addition to the Debtor Cash Contribution, any  
7 Cash received by the Debtor on or before the Effective Date in connection with an Insurance Settlement  
8 Agreement shall be transferred to the Survivors' Trust on the Effective Date. After the Effective Date,  
9 the Survivors' Trust may enter into such Insurance Settlement Agreements as in its business judgment and  
10 in accordance with the Survivors' Trust Documents it deems necessary and beneficial to the Survivors'  
11 Trust.

12                  9.3.6. *Assignment of Assigned Insurance Interests.* On the Effective Date, the Insurance  
13 Assignment described in Article VIII of the Plan shall become effective.

14                  9.3.7. *Use of Survivors' Trust Assets.* The Survivors' Trust Assets shall be used in  
15 accordance with and for the purposes set forth in the Survivors' Trust Documents, including without  
16 limitation to pay Abuse Claims, reasonable expenses of the Survivors' Trust, and to pursue the Coverage  
17 Action or other actions to recover from Non-Settling Insurers. Notwithstanding anything herein to the  
18 contrary, no monies, choses in action, and/or assets comprising the Survivors' Trust Assets that are  
19 transferred, granted, assigned, or otherwise delivered to the Survivors' Trust shall be used for any purpose  
20 other than in accordance with the Plan and the Survivors' Trust Documents.

21                  9.3.8. *No Insurer Reimbursement Obligation.* The Non-Settling Insurers shall not be  
22 liable for or obligated to reimburse any contribution to the Plan made by the Debtor and its Estate, nor  
23 shall the Survivors' Trust be authorized to seek such recovery.

24                  **9.4. *Unknown Abuse Claims Reserve.*** Upon the Effective Date, the Survivors' Trust shall  
25 segregate \$5,000,000.00 (Five Million Dollars and Zero Cents) of the Initial Debtor Contribution into the  
26 Unknown Abuse Claims Reserve. The Unknown Abuse Claims Reserve shall be maintained for the  
27 greater of (i) four years after the Effective Date, and (ii) resolution of all Unknown Abuse Claims  
28 submitted to the Survivors' Trustee within four years after the Effective Date. On that date, the remaining

1 funds in the Unknown Abuse Claims Reserve will be de-segregated and returned to the Survivors' Trust's  
2 general accounts, and neither the Debtor, Reorganized Debtor, Survivors' Trust, nor any Settling Insurer  
3 shall have any more liability for any Unknown Abuse Claim.

4       **9.5. *Vesting.*** On the Effective Date, all Survivors' Trust Assets shall vest in the Survivors' Trust,  
5 and the Debtor, Reorganized Debtor, Contributing Non-Debtor Catholic Entities, and Settling Insurers shall  
6 be deemed for all purposes to have transferred all of their respective interests in the Survivors' Trust Assets  
7 to the Survivors' Trust. On the Effective Date, or as soon as practicable thereafter, the Reorganized Debtor,  
8 any other Released Party, and Settling Insurers, as applicable, shall take all actions reasonably necessary to  
9 transfer any Survivors' Trust Assets to the Survivors' Trust. Upon the transfer of control of Survivors' Trust  
10 Assets in accordance with this paragraph, the Debtor, Reorganized Debtor, Contributing Non-Debtor  
11 Catholic Entities, and the Settling Insurers shall have no further interest in the Survivors' Trust Assets except  
12 as otherwise explicitly provided in this Plan.

13       **9.6. *Survivors' Trust Assumption of Liabilities for Abuse Claims.*** The transfer to, vesting  
14 in and assumption by the Survivors' Trust of the Survivors' Trust Assets as contemplated by the Plan shall,  
15 as of the Effective Date, discharge all obligations and liabilities of and bar any recovery or action against  
16 the Released Parties for or in respect of all Abuse Claims (including Unknown Abuse Claims). The  
17 Confirmation Order shall provide for such discharge. The Survivors' Trust shall, as of the Effective Date,  
18 assume sole and exclusive responsibility and liability for all Abuse Claims against the Released Parties, and  
19 such Claims shall be paid by the Survivors' Trust from the Survivors' Trust Assets or as otherwise directed  
20 in the Survivors' Trust Documents. From and after the Effective Date, all Abuse Claims against the  
21 Released Parties shall be considered Channeled Claims subject to the Channeling Injunction under Section  
22 105(a) of the Bankruptcy Code and the provisions of the Plan and the Confirmation Order. From and after  
23 the Effective Date, the Released Parties shall not have any obligation with respect to any liability of any  
24 nature or description arising out of, relating to, or in connection with any Abuse Claims.

25       **9.7. *Right to Elect to Receive an Immediate Distribution.*** Before the Effective Date, Abuse  
26 Claimants may elect to receive the Immediate Distribution from the Survivors' Trust. If a Holder of an  
27 Abuse Claim elects to receive the Immediate Distribution, the payment will be made within thirty (30)  
28 days of the Effective Date. After receipt of the Immediate Distribution, the Holder of an Abuse Claim

1 shall not be entitled to any further distributions from the Survivors' Trust and shall not be entitled to  
2 pursue any Abuse Claim against the Non-Settling Insurers or any other party.

3 **9.8. *Method of Determination of Abuse Claims and Rights of Abuse Claimants to Pursue***  
4 ***Litigation.*** After the Effective Date, every Abuse Claim held by an Abuse Claimant who has not elected  
5 to receive an Immediate Distribution (the "Trust Claims") shall be reviewed and scored by the Abuse  
6 Claims Reviewer in order to determine the distribution to each such Holder in accordance with the terms  
7 of the Survivors' Trust Documents.

8       9.8.1. *Notice of Initial Determination.* The Abuse Claims Reviewer shall provide a  
9 determination of the distribution to which each Holder of each Trust Claim is entitled (the "Initial  
10 Determination"), in accordance with the terms of the Survivors' Trust Documents. Each Holder of a Trust  
11 Claim will receive a notice containing the Initial Determination, including a projected recovery based on  
12 the anticipated available assets of the Survivors' Trust at the time of the Initial Determination.

13       9.8.2. *Right to Appeal Notice of Initial Determination.* Within thirty (30) days of receipt  
14 of the notice of the Initial Determination, each Holder of a Trust Claim shall have the right to request an  
15 appeal of the Initial Determination to a neutral decisionmaker (the "Neutral"), who shall provide a  
16 subsequent determination (the "Neutral Determination"), as provided for in the Survivors' Trust  
17 Documents. The Neutral Determination shall be the "Final Determination" for purposes of such Holder's  
18 distributions from the Survivors' Trust. For the avoidance of doubt, no determination will be made in the  
19 Chapter 11 Case concerning the alleged dollar value of an Abuse Claim for purposes of unsettled  
20 Insurance. Neither the Claims Reviewer's or Survivors' Trustee's review of an Abuse Claim and  
21 determination of qualification, nor the Survivors' Trust's estimation of claims or payment of distributions,  
22 shall constitute a trial, an adjudication on the merits, or evidence of liability or damages in any litigation  
23 with the Non-Settling Insurer or any other Person.

24       9.8.3. *Distributions to Trust Claimants from the Survivors' Trust.* Subject to the  
25 Survivors' Trust Documents, the following procedures will govern distributions to Holders of Trust  
26 Claims ("Trust Claimants," and individually a "Trust Claimant") from the Survivors' Trust:  
27  
28

9.8.3.1. Within 30 days of the Neutral's completion of all Neutral Determinations, the Survivors' Trustee shall make a projection of anticipated distributions to each Holder of a Trust Claim.

9.8.3.2. The Survivors' Trustee will make an initial distribution (the "Initial Distribution") to each Trust Claimant, except for those Trust Claimants who elect the Litigation Option (defined below). The Initial Distribution shall be comprised of each such Trust Claimants' *pro rata* share of the Survivors' Trust Assets existing on that date, less reasonable reserves for the Survivors' Trust, to be determined by the Survivors' Trustee in accordance with the Survivors' Trust Documents (the "Initial Reserve"). The Survivors' Trustee may, but need not, wait until the liquidation of the Livermore Property to make the Initial Distribution.

9.8.3.3. Upon the receipt of additional contributions into the Survivors' Trust, including from sales of real property owned by the Survivors' Trust, the Survivors' Trustee shall make further distributions (the "Additional Distributions") to the Holders of Trust Claims in accordance with this Section of the Plan and the Survivors' Trust Documents, less such appropriate reserves (the "Additional Reserves").

9.8.3.4. After the final resolution of all Trust Claims the Holders of which selected the Litigation Option, the Survivors' Trustee shall make a final distribution to the Holders of Trust Claims (the "Final Distribution"), which shall include previously withheld reserves and any reallocated funds. If, after 180 days from the date of the Final Distribution, there are any funds which are not claimed by the Holder of a Trust Claim, such unclaimed funds shall be returned to the Reorganized Debtor.

#### 9.8.4. Right to Elect Litigation Against Non-Settling Insurers and Other Parties.

Irrespective of whether a Trust Claimant has requested an appeal of the Initial Determination to the Neutral, within ninety (90) days of receiving the notice of the Initial Determination of the Holder's Trust Claim, such Holder may elect either to receive an Initial Distribution (the "Distribution Option") or to pursue litigation against the Non-Settling Insurers and/or other parties (excluding the Debtor or Reorganized Debtor as appropriate) (the "Abuse Claim Litigation" and, the election of the Abuse Claim

1 Litigation, the “Litigation Option”) by filing the notice described in Section 8.2.2 of the Plan. Trust  
2 Claimants who do not make an election will be deemed to have chosen the Distribution Option.

3 9.8.4.1. In the event the Holder of a Trust Claim elects the Litigation Option,  
4 the Survivors’ Trustee shall reserve the amount of such Claimant’s Final Determination pending  
5 the resolution of the Abuse Claim Litigation.

6 9.8.4.2. The liability of the Survivors’ Trust to the Holder of a Trust Claim  
7 who elects the Litigation Option shall be limited to the Final Determination, even in the event that  
8 the Holder of a Trust Claim obtains a judgment through the Abuse Claim Litigation that is higher  
9 than the Final Determination.

10 9.8.4.3. The distribution from the Survivors’ Trust to the Holder of a Trust  
11 Claim who obtains a judgment through the Abuse Claim Litigation that is lower than the Final  
12 Determination shall be capped at the amount of such judgment (the “Litigation Judgment”);  
13 provided, however, that such distribution from the Survivors’ Trust shall be further reduced by the  
14 amount of any liability for the Litigation Judgment that is apportioned to (i) one or more third-  
15 party defendants in the Abuse Claim Litigation, and/or (ii) any Non-Settling Insurer on account of  
16 such Non-Settling Insurer’s coverage obligations under an Abuse Insurance Policy, if any, subject  
17 to such Non-Settling Insurer’s rights to Contribution and other rights under this Plan and the  
18 applicable Abuse Insurance Policy(ies). The difference between the Final Determination and the  
19 reduced distribution from the Survivors’ Trust shall be reallocated to all of the Survivors’ Trust  
20 Beneficiaries in their *pro rata* share.

21 9.8.4.4. If a Holder of a Trust Claim obtains a judgment against a Non-  
22 Settling Insurer or other third party, any party found liable for payment to such Holder shall pay  
23 that judgment directly to such Holder. The Holder shall have no further claims against the  
24 Survivors’ Trust and any amount reserved for that Holder’s Trust Claim shall be reallocated to all  
25 Survivors’ Trust Beneficiaries in their *pro rata* share.

26 9.8.4.5. Following final resolution of each Abuse Claim Litigation, the  
27 Survivors’ Trustee will make an initial distribution (the “Initial Litigation Distribution”) to each  
28

1 Trust Claimant who selected the Litigation Option, in accordance with the terms of this Article IX  
2 of the Plan and the Survivors' Trust Documents and subject to reasonable reserves.

3 9.8.4.6. Upon written notice to the Survivors' Trustee, subject to the  
4 Survivors' Trustee's sole and absolute discretion, a Trust Claimant who selected the Litigation  
5 Option may rescind that election in favor of the Distribution Option. Notwithstanding the  
6 foregoing, the Survivors' Trustee shall consent to such rescission if such written notice of  
7 rescission is given prior to entry of an order of dismissal or a final judgment in the Abuse Claim  
8 Litigation in favor of a Released Party.

9 9.8.4.7. Following final resolution of the last Abuse Claim Litigation, the  
10 Survivors' Trustee will make the Final Distribution as set forth in Section 9.8.3.4 above.

11 9.8.5. *Reporting Requirement.* The Survivors' Trustee shall report to the Reorganized  
12 Debtor, on a quarterly basis, or upon reasonable request, (i) the date on which each Holder of an Abuse  
13 Claim is notified of their award under the Survivors' Trust Distribution Plan, (ii) whether each Holder of  
14 an Abuse Claim has elected the Immediate Distribution, the Distribution Option, or the Litigation Option,  
15 and (iii) any modification made by any Holder of an Abuse Claim to their treatment status.

16 **9.9. Compensation and Reimbursement of Expenses to Survivors' Trustee and Survivors'**  
17 **Trust Professionals.** The Survivors' Trustee shall be entitled to compensation as provided for in the  
18 Survivors' Trust Documents. The Survivors' Trustee may retain and reasonably compensate, without  
19 Bankruptcy Court approval and without the consent of the Reorganized Debtor, counsel and other  
20 Professionals as reasonably necessary to assist in the duties of the Survivors' Trustee subject to the terms  
21 of the Survivors' Trust Documents. All fees and expenses incurred in connection with the foregoing shall  
22 be payable from the Survivors' Trust, as provided for in the Survivors' Trust Documents.

23 **9.10. Excess Survivors' Trust Assets.** After the payment of all Abuse Claims that are entitled  
24 to a distribution from the Survivors' Trust and all expenses of the Survivors' Trust Expenses, all remaining  
25 Assets in the Survivors' Trust shall be transferred to the Reorganized Debtor concurrent with the  
26 termination of the Survivors' Trust pursuant to the Survivors' Trust Documents.

27 **9.11. Indemnification of Debtor, Reorganized Debtor, and Contributing Non-Debtor Catholic**  
28 **Entities.** The Survivors' Trust shall indemnify and hold harmless the Debtor, Reorganized Debtor, and

1 the Contributing Non-Debtor Catholic Entities from and against any and all Abuse Claims, as well as  
2 indemnify and reimburse such parties for all fees, costs and expenses related to Abuse Claims (including  
3 such fees, costs and expenses incurred in connection with discovery), to the extent set forth in this Plan  
4 and the Survivors' Trust Documents. The Survivors' Trust shall not have any obligation to indemnify any  
5 Person accused of committing a physical act of Abuse against a Holder of an Abuse Claim or such  
6 Holder's predecessor(s)-in-interest.

7 **9.12. *Modification of Survivors' Trust Documents.*** The Survivors' Trust Documents may not  
8 be amended or modified without the consent of the Reorganized Debtor. The Reorganized Debtor shall  
9 also have consent rights with respect to the appointment of any successor Survivors' Trustee and  
10 Survivors' Trust Advisory Committee members, which consent shall not be unreasonably withheld.  
11 Notwithstanding the foregoing, the indemnification obligations of the Survivors' Trust described in this  
12 Plan as to any Released Party may not be amended or modified without the consent of such Released  
13 Party.

14 **ARTICLE X**  
15 **CONDITIONS TO CONFIRMATION AND EFFECTIVENESS OF THE PLAN**

16 **10.1. *Conditions to Confirmation.*** The following are conditions precedent to Confirmation of  
17 this Plan that must be (i) satisfied, or (ii) waived, subject to Court approval:

18 10.1.1. A Final Order, finding the Disclosure Statement contains adequate information  
19 pursuant to Section 1125 of the Bankruptcy Code, shall have been entered by the Court.

20 10.1.2. The Plan, Plan Supplement, Disclosure Statement, Survivors' Trust Documents,  
21 and any other Plan Documents are in a form acceptable to the Debtor and Contributing Non-Debtor  
22 Catholic Entities. Except as to the Debtor, all such documents shall be deemed acceptable to each of the  
23 foregoing Persons unless such Person Files a written objection to confirmation of the Plan.

24 10.1.3. The proposed Confirmation Order is acceptable to the Debtor and Contributing  
25 Non-Debtor Catholic Entities. Except as to the Debtor, all such documents shall be deemed acceptable to  
26 each of the foregoing Persons unless such Person Files a written objection to the form of the proposed  
27 Confirmation Order.

1                   10.1.4. The Confirmation Order approves the Channeling Injunction and Exculpation  
2 Clause.

3                   10.1.5. The Confirmation Order approves the release of, and releases, all Contributing  
4 Non-Debtor Catholic Entities to the extent provided in the Plan.

5                   10.1.6. The Confirmation Order shall include findings of fact that: (i) the release of each  
6 of the Contributing Non-Debtor Catholic Entities is fair and necessary to the Debtor's reorganization and  
7 reorganization is unlikely without that Entity's release; (ii) sufficient identity of interests exists between  
8 the Debtor and the released Contributing Non-Debtor Catholic Entities such that a suit against any of the  
9 released Contributing Non-Debtor Catholic Entities is a suit against the Debtor or will deplete Estate  
10 assets; (iii) all consideration given by a released Contributing Non-Debtor Catholic Entity provides  
11 significant and critical funding for this Plan constituting a substantial contribution to the success of the  
12 Plan; and (iv) released Contributing Non-Debtor Catholic Entities would not make a substantial  
13 contribution absent the benefits they obtain from the third-party releases.

14                  10.1.7. The Confirmation Order shall include a finding of fact that the Debtor, each of the  
15 Contributing Non-Debtor Catholic Entities, any Settling Insurers, and each of their respective present and  
16 former members, officers, directors, employees, advisors, attorneys, and agents acted in good faith within  
17 the meaning of and with respect to all of the actions described in Section 1125(e) of the Bankruptcy Code  
18 and are, therefore, not liable for the violation of any applicable law, rule, or regulation governing such  
19 actions.

20                  10.1.8. The Confirmation Order in a form consistent with the foregoing shall be entered in  
21 the Chapter 11 Case.

22                  **10.2. *Conditions to Effectiveness.*** The following are conditions precedent to the Effective Date  
23 that must be (i) satisfied, or (ii) waived, subject to Court approval (for the avoidance of doubt, the Effective  
24 Date is not conditioned on resolution of any litigation or assumption of any Unexpired Leases or Executory  
25 Contracts):

26                  10.2.1. The Confirmation Order shall have been entered and shall be a Final Order in a  
27 form reasonably acceptable to the Debtor, and there shall be no stay or injunction that would prevent the  
28

1 occurrence of the Effective Date. The Debtor in its sole discretion may waive the requirement that the  
2 Confirmation Order be a Final Order.

3 10.2.2. There shall have been no material amendments to the Plan or Confirmation Order.

4 10.2.3. The Debtor and all other necessary parties shall have executed all documents and  
5 entered into all agreements as may be necessary in connection with the Exit Facility described in Article  
6 XI of the Plan.

7 10.2.4. The Debtor, the Survivors' Trustee, and any other necessary parties shall have  
8 executed all documents necessary for formation of the Survivors' Trust, and for the Survivors' Trustee to  
9 administer and operate the Survivors' Trust.

10 10.2.5. All approvals necessary to effectuate the transfer of the Livermore Property to the  
11 Survivors' Trust have been obtained.

12 10.2.6. Transfer of funds to the Survivors' Trust for all initial contributions to the  
13 Survivors' Trust shall have been made, and the proof thereof provided to the Debtor and the Survivors'  
14 Trustee.

15 10.2.7. All other actions, authorizations, filings, consents, and approvals required (if any),  
16 including but not limited to canonical approvals, shall have been obtained, effected, or executed in a  
17 manner acceptable to the Debtor and remain in full force and effect or, if waivable, waived by the Person  
18 or Persons entitled to the benefit thereof.

19 10.2.8. All other actions, documents, and agreements necessary to implement and  
20 effectuate the Plan shall have been effected or executed.

21 10.2.9. The statutory fees owing to the United States Trustee as of the deadline for payment  
22 immediately preceding the Effective Date shall have been paid in full.

23 **10.3. *Waiver of Conditions.*** The conditions to Confirmation set forth in Section 10.1 or the  
24 Effective Date set forth in Section 10.2 may be waived, in whole or in part, by the Debtor, subject to  
25 approval of the Court, provided that Sections 10.2.3 and 10.2.4 are not waivable. The failure to satisfy  
26 any material condition to Confirmation or the Effective Date may be asserted by the Debtor in its sole  
27 discretion so long as such failure was not primarily caused by any action or inaction by the Debtor. The  
28

1 failure of the Debtor to exercise any of the foregoing rights shall not be deemed a waiver of any other  
2 rights, and each such right shall be deemed an ongoing right, which may be asserted at any time.

3 **10.4. *Revocation of the Plan.*** If Confirmation does not occur, an order denying Confirmation  
4 is entered by the Court, or if the Plan does not become effective, then the Plan shall be null and void, and  
5 nothing contained in the Plan or Disclosure Statement shall: (a) constitute a waiver or release of any  
6 Claims against the Debtor; (b) constitute a waiver or release of any right, claim or cause of action of the  
7 Debtor; (c) constitute an admission of any fact or legal conclusion by the Debtor or any other Person;  
8 (d) prejudice in any manner the rights of the Debtor or any other party in any related or further  
9 proceedings; or (e) constitute a settlement, implicit or otherwise, of any kind whatsoever.

10 **ARTICLE XI**  
11 **EXIT FINANCING**

12 **11.1. *The Exit Facility.*** On the Effective Date, the Reorganized Debtor shall enter into the Exit  
13 Facility with the Exit Facility Lender. Confirmation of the Plan shall be deemed approval of the Exit  
14 Facility, the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and  
15 obligations to be incurred by the Reorganized Debtor in connection therewith. Upon entry of the  
16 Confirmation Order, the Debtor and Reorganized Debtor (as applicable) shall be authorized to execute  
17 and deliver those documents necessary or appropriate to obtain the Exit Facility, including the Exit Facility  
18 Documents, without further notice to or order of the Court, act or action under applicable law, regulation,  
19 order, or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as  
20 the Debtor and the Exit Facility Lender may deem to be necessary to consummate the Exit Facility.  
21 Proceeds of the Exit Facility shall be used to fund the Initial Debtor Contribution and the operations of  
22 the Reorganized Debtor.

23 **11.2. *Effect of the Exit Facility.*** On the Effective Date, the Exit Facility shall constitute legal,  
24 valid, binding and authorized indebtedness and obligations of the Reorganized Debtor, enforceable in  
25 accordance with its terms and such indebtedness and obligations (and the transactions effectuated to  
26 implement the Exit Financing) shall not be and shall not be deemed to be, enjoined or subject to discharge,  
27 impairment, release or avoidance under the Plan, the Confirmation Order or on account of the confirmation  
28 or consummation of the Plan. On the Effective Date, all the liens and security interests granted in

1 accordance with the Exit Facility Documents shall be legal, valid, binding upon the Reorganized Debtor,  
2 enforceable in accordance with their respective terms, and no obligation, payment, transfer or grant of  
3 security under the Exit Facility Documents shall be stayed, restrained, voidable, or recoverable under the  
4 Bankruptcy Code or under any applicable law or subject to any defense, reduction, recoupment, setoff or  
5 counterclaim. Such liens and security interests shall be deemed automatically perfected on the Effective Date  
6 without the need for the taking of any further filing, recordation, approval, consent or other action, and such  
7 liens and security interests shall not be enjoined or subject to discharge, impairment, release, avoidance,  
8 recharacterization or subordination (including equitable subordination) for any purposes whatsoever and shall  
9 not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable  
10 non-bankruptcy law.

11 **11.3. Authorization.** On the Effective Date, the Reorganized Debtor and the Exit Facility Lender  
12 shall be authorized to make all filings and recordings, obtain all governmental approvals and consents, and  
13 take any other actions necessary to establish and perfect such liens and security interests under the provisions  
14 of the applicable state, federal, or other law (whether domestic or foreign) that would be applicable in the  
15 absence of the Plan and the Confirmation Order (it being understood that perfections shall occur automatically  
16 by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents  
17 shall not be required), and the Reorganized Debtor shall thereafter cooperate to make all other filings and  
18 recordings that otherwise would be necessary under applicable law to give notice of such liens and security  
19 interests to third parties.

20 **ARTICLE XII**  
21 **MEANS FOR IMPLEMENTING THE PLAN**

22 **12.1. *Revesting.***

23 **12.1.1. *Revesting of Property in the Reorganized Debtor.*** On the Effective Date, all  
24 property of the Estate as defined in Section 541 of the Bankruptcy Code, including any Causes of Action,  
25 shall vest in the Reorganized Debtor, free and clear of all liens and encumbrances and all Claims, rights,  
26 interests, and entitlements. Thereafter, the Reorganized Debtor may use, sell, transfer or exchange such  
27 property in its discretion, subject to any restriction or limitation set forth in the Plan.  
28

1                   12.1.2. *Obtaining Credit.* At any time after the Effective Date the Reorganized Debtor may  
2 obtain credit in its sole discretion without approval of the Bankruptcy Court.

3                   12.1.3. *No Waiver.* No claim, right, Cause of Action, or other property of the Estate shall  
4 be deemed waived or otherwise forfeited by the Debtor's failure to identify such property in the Schedules  
5 or the Disclosure Statement accompanying the Plan.

6                   **12.2. *Non-Monetary Commitment to Healing and Reconciliation.*** In order to further promote  
7 healing and reconciliation, and in order to continue efforts to protect children and vulnerable adults and  
8 to prevent Abuse from occurring in the future, the Reorganized Debtor shall, as of the Effective Date  
9 (unless a different date is provided in the Confirmation Order), continue the non-monetary measures  
10 outlined in Article IV(G) of the Disclosure Statement entitled "Debtor's Mission to Effect Reconciliation  
11 and Compensation," which non-monetary measures are expressly incorporated herein.

12                   **12.3. *CCCEB Settlement.*** Upon the occurrence of the Effective Date, the CCCEB Settlement,  
13 in accordance with the CCCEB Settlement Documents, shall become effective. The CCCEB Settlement  
14 shall include the following terms:

15                   12.3.1. In full and complete satisfaction of all obligations under the CCCEB Note, CCCEB  
16 shall transfer to RCBO on the Effective Date fee simple title to the Cathedral Property, together with all  
17 improvements thereon and all tangible personal property owned by CCCEB and located on or used in  
18 connection with operation of the Cathedral Property.

19                   12.3.2. CCCEB shall assign to RCBO, and RCBO shall assume all obligations of CCCEB  
20 under, all current contracts related to maintenance, operation, and security of the Cathedral Property,  
21 provided that RCBO may decline to assume any such contract following reasonable diligence review, and  
22 further provided that to the extent any such contracts are not assignable under their terms or applicable  
23 law or assignment would constitute a breach under the terms of such contract, RCBO may instead, at its  
24 election, fund CCCEB's obligations for payment under any such contracts.

25                   12.3.3. Funds in deposit accounts in the name of or controlled by CCCEB for operation of  
26 the Cathedral Property shall, at RCBO's election, be transferred to RCBO, or otherwise used for operating  
27 expenses related to the Cathedral Property or otherwise to pay the debts of CCCEB.

1                   12.3.4. CCCEB shall assign to RCBO, and RCBO shall assume all obligations under the  
2 existing leases and user agreements with tenants and other users of the Cathedral Property, including (i)  
3 that certain License and Services Agreement dated as of January 1, 2020, with RCC regarding the  
4 mausoleum on the Cathedral Property; (ii) that certain Commercial Office Lease Agreement with RCC  
5 dated as of April 3, 2024; (iii) that certain Lease Agreement with the Order of Malta Clinic of Northern  
6 California dated January 25, 2008, and amended February 10, 2023; and (iv) agreements for use of  
7 Cathedral Property space with RCWC, and the Cathedral of Christ the Light parish Church.

8                   12.3.5. CCCEB shall have no further obligation or liability of any kind for the debt  
9 evidenced by the CCCEB Note, or in connection with the CCCEB Note.

10                  12.3.6. The Debtor and CCCEB shall agree to such other terms, not inconsistent with the  
11 Plan, as are necessary or desired to complete the CCCEB Settlement.

12                  **12.4. *Treatment of Actions and Causes of Action.*** On the Effective Date, all Causes of Action  
13 held by the Estate or the Debtor other than the Assigned Insurance Interests shall be deemed fully vested  
14 in the Reorganized Debtor. Pursuant to Section 1123(b)(3) of the Bankruptcy Code, the Reorganized  
15 Debtor shall retain and have the exclusive authority and standing to prosecute, enforce, pursue, sue on,  
16 settle or compromise any and all Causes of Action (including Avoidance Actions), arising before the  
17 Effective Date, including all Causes of Action of a trustee and debtor-in-possession under the Bankruptcy  
18 Code, but not including the Coverage Action, Assigned Insurance Interests, and any other Causes of  
19 Action expressly released or compromised as part of or pursuant to the Plan or by other order of the  
20 Bankruptcy Court entered prior to the Effective Date. The Reorganized Debtor shall also retain and may  
21 prosecute and enforce all defenses, counterclaims, and rights that have been asserted or could be asserted  
22 by the Debtor against or with respect to all Claims asserted against the Debtor or property of the Estate.  
23 Failure to specifically identify potential Causes of Action in the Plan shall not be deemed a waiver of any  
24 such Cause of Action by the Debtor, Reorganized Debtor, or the Survivors' Trust.

25                  **12.5. *Continued Existence.*** From and after the Effective Date, the Debtor shall continue in  
26 existence as the Reorganized Debtor in accordance with applicable law for all purposes, including, among  
27 other things, (a) enforcing and prosecuting claims, interests, rights, and privileges of the Debtor including,  
28 without limitation, prosecuting Causes of Action, (b) resolving Disputed Claims, (c) administering the

1 Plan, (d) filing appropriate tax returns and refund requests, and (e) performing all such other acts and  
2 conditions required by and consistent with consummation of the Plan.

3 **12.6. *The Survivors' Trust.*** On the Effective Date, the Survivors' Trust shall be created, as  
4 provided in Article IX of the Plan.

5 **12.7. *Post-Effective Date Prosecution of Non-Abuse Litigation Claims.***

6 *12.7.1. Relief from the Automatic Stay.* Effective upon the Effective Date, Holders of Class  
7 6 Claims are granted relief from the automatic stay of Section 362 of the Bankruptcy Code solely for the  
8 purpose of continuing to prosecute their Class 6 Claim in a court of competent jurisdiction (each, a “Class  
9 6 Action”), including but not limited to litigating such action through entry of a judgment, prosecution of  
10 any appeals and/or settlement of such action, subject to the terms and conditions set forth herein. All  
11 Holders of Class 6 Claims shall be permitted, but not required, to liquidate their Class 6 Action in a court  
12 of competent jurisdiction in accordance with 28 U.S.C. § 157(b)(2)(B).

13 *12.7.2. Sources of Recovery for Non-Abuse Litigation Claims.* Notwithstanding any  
14 provision to the contrary in the Plan Documents, Holders of Class 6 Claims shall be entitled to prosecute  
15 and/or settle their respective Class 6 Action, provided that each such Holder shall be limited to recovering  
16 from (i) the proceeds of any applicable insurance policy which provides coverage, or could provide  
17 coverage, with respect to such Class 6 Claim and (ii) its *pro rata* portion of the Non-Abuse Litigation  
18 Reserve. Effective upon the Effective Date, Holders of Class 6 Claims shall be otherwise barred and enjoined  
19 from seeking recovery on any judgment or settlement obtained in their respective Class 6 Action from the  
20 assets of the Debtor, Reorganized Debtor, Contributing Non-Debtor Catholic Entities, Survivors' Trust, and  
21 any other party receiving a release under this Plan.

22 *12.7.3. Insurance Coverage for Non-Abuse Litigation Claims.* All parties, including, but  
23 not limited to, any insurer under any insurance policy alleged to provide coverage of a Class 6 Claim,  
24 reserve and expressly do not waive any of their rights, remedies and/or defenses with respect to any Class  
25 6 Claim. If any insurer denies and/or disclaims coverage of a Class 6 Claim, the Debtor or Reorganized  
26 Debtor (as applicable) shall reasonably cooperate at the sole cost of the Holder of such Class 6 Claim to  
27 assign to that Holder the right to pursue and receive the proceeds of any applicable coverage under such  
28 Insurer's Abuse Insurance Policy or Abuse Insurance Policies. Nothing contained herein shall be deemed

1 a representation or warranty concerning the availability, scope or interpretation of any insurance coverages  
2 which may or may not exist.

3 **12.8. *Bankruptcy Procedure and Transition.***

4 12.8.1. *Notice Required Post-Confirmation.* Except as otherwise specifically provided in  
5 this Plan, notice of Filings in the Bankruptcy Court after the Confirmation Date, including fee applications,  
6 shall be required to be given only to Persons or Entities on the Post-Confirmation Notice List. Consistent  
7 with the Local Rules of the Bankruptcy Court, no other form of service shall be required on parties  
8 receiving service through ECF.

9 12.8.2. *Post-Confirmation Matters.* Except as otherwise specified herein, matters arising  
10 after the Confirmation Date and subject to the Court's retained jurisdiction may be initiated in the same  
11 manner and with the same effect as if the Chapter 11 Case was pending before the Bankruptcy Court and  
12 the Plan had not been confirmed. Subject to the provisions of the Plan and the Bankruptcy Code governing  
13 compensation of Professionals, and except as provided in Article XIII of the Plan, every party to such a  
14 matter shall bear its own attorneys' fees and costs in connection therewith.

15 12.8.3. *Dissolution of the Committee.* On the Effective Date, the Committee shall be  
16 dissolved and the Committee and its members, as of the Effective Date, shall be discharged of and from  
17 all further authority, duties, responsibilities, and obligations related to, arising from and in connection  
18 with the Chapter 11 Case.

19 12.8.4. *Statutory Fees.*

20 12.8.4.1. The Reorganized Debtor shall continue to pay all U.S. Trustee Fees  
21 accruing on or before the earlier of (i) the closing of the Chapter 11 Case, and (ii) December 31,  
22 2026. Should the Chapter 11 Case remain open through January 1, 2027 or later, the Survivors'  
23 Trust shall pay all U.S. Trustee Fees accruing on or after that date until the Chapter 11 Case is  
24 closed. All U.S. Trustee Fees shall be paid at the rate in effect at the time such fees come due.

25 12.8.4.2. Solely for purposes of calculating U.S. Trustee Fees on account of  
26 the amounts to be funded by the Debtor to the Survivors' Trust, such amounts shall be considered  
27 distributions from the Debtor pursuant to 28 U.S.C. § 1930(a)(6) on the date of such distributions.

12.8.4.3. Contributions by any party to the Survivors' Trust other than the Debtor, including without limitation a Contributing Non-Debtor Catholic Entity or a Settling Insurer, shall not be considered distributions by or on behalf of the Debtor or Reorganized Debtor for purposes of calculating U.S. Trustee Fees.

12.8.4.4. Distributions from the Survivors' Trust shall not be considered distributions by or on behalf of the Debtor or Reorganized Debtor for purposes of calculating U.S. Trustee Fees.

## **12.9. Post-Petition Deposits.**

12.9.1. *Closing of Utility Deposit Account.* As of the Effective Date, the Reorganized Debtor shall be authorized to close the Adequate Assurance Account, as defined in the *Final Order Establishing Adequate Assurance Procedures With Respect to The Debtor's Utility Providers* [Docket No. 114], and retain all funds held therein.

12.9.2. *Other Deposits.* From and after the Effective Date, the Reorganized Debtor may, at its election, demand the refund of any deposit provided to a Person other than a utility after the Petition Date or may offset the amount of such deposit, at the Reorganized Debtor's election, against either post-Effective Date billings or against distributions to the holder of such deposit on account of its Allowed Claims, or otherwise take any actions permitted by law to obtain recovery of such deposit; for the avoidance of any doubt, the foregoing supersedes any pre- or post-petition agreement between the holder of such deposit and the Debtor.

**12.10. Other Actions.** On and after the Effective Date, the Reorganized Debtor shall be authorized to take such actions as are reasonably necessary to complete and effectuate the terms of this Plan, subject only to the specific limitations contained in this Plan, the Bankruptcy Code or Bankruptcy Rules, and any order of the Court.

**12.11. General Settlement.** Pursuant to Sections 105 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and controversies resolved pursuant to the Plan, including without limitation the CCCEB Settlement. On or before the Effective Date, the Bankruptcy Court will

have approved, by Final Order, such compromises, and the Bankruptcy Court's findings will constitute its determination that such compromises and settlements are in the best interests of the Debtor, the Estate, Holders of Abuse Claims (including Unknown Abuse Claims), Holders of other Claims, and other parties in interest, and are fair, equitable, and within the range of reasonableness. To the extent a separate Final Order is not entered on or before the Confirmation Date, the entry of the Confirmation Order will constitute the Final Order approving the compromises and settlements hereunder.

**12.12. Closing of the Case.** As soon as reasonably practicable when the Reorganized Debtor deems appropriate, consistent with the provisions of this Plan, the Bankruptcy Code including without limitation Section 350 of the Bankruptcy Code, the Bankruptcy Rules including without limitation Bankruptcy Rule 3022, and the Local Rules of this Court, the Reorganized Debtor shall file and serve an application for entry of a Final Decree closing the Chapter 11 Case, together with a proposed Final Decree. A Final Decree may be entered before the Survivors' Trust is fully administered, and the expectation that the Survivors' Trust will make further distributions shall not be a basis for delaying entry of a Final Decree. Entry of a Final Decree closing the Chapter 11 Case shall, whether or not specified therein, be without prejudice to the right of the Reorganized Debtor, the United States Trustee, the Survivors' Trustee, or any other party in interest to reopen the Chapter 11 Case for any matter over which the Bankruptcy Court or the District Court has retained jurisdiction under this Plan. Any Final Decree or order closing this Chapter 11 Case will provide that the Bankruptcy Court or the District Court, as appropriate, will retain (a) jurisdiction to enforce, by injunctive relief or otherwise, the Confirmation Order, any other orders entered in this Chapter 11 Case, and the obligations created by this Plan and the Plan Documents; and (b) all other jurisdiction and authority granted to it under this Plan and the Plan Documents.

## **ARTICLE XIII EFFECT OF PLAN CONFIRMATION**

***13.1. Binding Effect of Confirmation.*** As of the Confirmation Date, but subject to occurrence of the Effective Date, the provisions of this Plan shall be binding on and inure to the benefit of the Debtor, the Estate, all Holders of Claims against the Debtor, and all other Persons or Entities whether or not such Persons or Entities have accepted this Plan. The rights, benefits, and obligations of any Person or Entity named or referred to in the Plan will be binding on, and will inure to the benefit of, the executors,

1 administrators, successors and assigns of each Person or Entity (as applicable), whether or not they have  
2 accepted the Plan.

3       **13.2. *Ratification.*** Subject to all of the terms of this Plan, the Confirmation Order shall be  
4 deemed to ratify all transactions effectuated by the Debtor during the pendency of the Chapter 11 Case to  
5 the extent occurring pursuant to an order of the Court.

6       **13.3. *Discharge of Claims.*** Under Section 1141(d) of the Bankruptcy Code, and except as  
7 otherwise specifically provided in the Plan or in any agreement or document executed pursuant to the  
8 Plan, the distributions, rights, and treatment of Claims and Causes of Action in the Plan shall be in  
9 complete satisfaction, discharge, and release, as of the Effective Date, of Claims and Causes of Action  
10 that arose prior to the Effective Date, whether known or unknown, against the Debtor (including for the  
11 avoidance of doubt the Churches) or any of its assets or properties, including without limitation (i) any  
12 demands, liabilities, and Causes of Action that arose before the Effective Date, (ii) any liability to the  
13 extent such Claims relate to services performed by employees of the Debtor before the Effective Date and  
14 that arise from a termination of employment, (iii) any contingent or non-contingent liability on account of  
15 representations or warranties issued on or before the Effective Date, and (iv) all debts of the kind specified  
16 in Sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Any default by the Debtor with respect to  
17 any Claim existing immediately before or on account of the filing of the Chapter 11 Case shall be deemed  
18 cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of  
19 all Claims subject to the Effective Date occurring. Nothing in this Section 13.3 shall prohibit a Holder of  
20 an Abuse Claim from exercising the Litigation Option to pursue recovery from any applicable Non-  
21 Settling Insurer Abuse Insurance Policy in accordance with this Plan.

22       **13.4. *Confirmation Injunction.***

23       Except as expressly provided in the Plan or the Confirmation Order, as of the Effective Date all  
24 Holders of Claims of any nature whatsoever against or in the Debtor or any of its assets or properties based  
25 upon any act, omission, transaction, occurrence, or other activity of any nature that occurred before the  
26 Effective Date shall be precluded and permanently enjoined from prosecuting or asserting any such  
27 discharged Claim against the Debtor or the Reorganized Debtor or the property of the Debtor or  
28 Reorganized Debtor. In accordance with the foregoing, except as expressly provided in the Plan or the

1 Confirmation Order, the Confirmation Order shall be a judicial determination of discharge or termination  
2 of all Claims, and other debts and liabilities against or in the Debtor pursuant to Sections 105, 524 and  
3 1141 of the Bankruptcy Code, and such discharge shall void any judgment obtained against the Debtor at  
4 any time to the extent such judgment relates to a discharged Claim.

5 ***13.5. Injunction Against Interference with the Plan.*** Upon the entry of the Confirmation  
6 Order, all Holders of Claims and other parties in interest, along with their respective present or former  
7 affiliates, employees, agents, officers, directors, attorneys, or principals, shall be enjoined from taking any  
8 actions to interfere with the implementation or consummation of this Plan.

9 ***13.6. Exculpation.*** **Subject to the occurrence of the Effective Date, to the fullest extent**  
10 **permissible under applicable law and without affecting or limiting either the Releases by the Debtor**  
11 **or the Releases by Holders of Abuse Claims, and except as otherwise specifically provided in the**  
12 **Plan or the Confirmation Order, none of the Exculpated Parties shall have or incur any liability to**  
13 **any Holder of a Claim or any other Person for any act or omission in connection with, related to, or**  
14 **arising out of, the Chapter 11 Case, the Plan, the pursuit of Confirmation of the Plan, the negotiation**  
15 **and consummation of the Plan, or the administration of the Chapter 11 Case and the Plan, the**  
16 **property to be distributed under the Plan, the administration of the Survivors' Trust Assets and the**  
17 **Survivors' Trust by the Survivors' Trustee, or any other related agreement, or any restructuring**  
18 **transaction, contract, instrument, release, or other agreement or document created or entered into**  
19 **during the Chapter 11 Case in connection with the Chapter 11 Case, or upon any other act or**  
20 **omission, transaction, agreement, event, or other occurrence related or relating to the foregoing,**  
21 **and each Exculpated Party hereby is exculpated from any claim or Cause of Action related to the**  
22 **foregoing; provided, however, that the foregoing shall not operate as an exculpation, waiver or**  
23 **release for (i) any express contractual obligation owing by any such Person or Entity, (ii) willful**  
24 **misconduct or gross negligence, and (iii) with respect to Professionals, liability arising from claims**  
25 **of professional negligence which shall be governed by the standard of care otherwise applicable to**  
26 **professional negligence claims under applicable non-bankruptcy law, and, in all respects, the**  
27 **Exculpated Parties shall be entitled to rely upon the advice of counsel with respect to their duties**  
28 **and responsibilities under the Plan; provided further that nothing in the Plan shall, or shall be**

1 deemed to, release the Exculpated Parties, or exculpate the Exculpated Parties with respect to, their  
2 respective obligations or covenants arising pursuant to the Plan.

3 ***13.7. Injunction Related to Exculpation.*** As of the Effective Date, all Holders of Claims that  
4 are the subject of Section 13.6 are, and shall be, expressly, conclusively, absolutely, unconditionally,  
5 irrevocably, and forever stayed, restrained, prohibited, barred and enjoined from taking any of the following  
6 actions against any Exculpated Party and, solely to the extent provided by Section 1125(e) of the Bankruptcy  
7 Code, any Entity described in Section 1125(e) or its or their property or successors or assigns on account of  
8 or based on the subject matter of such Claims, whether directly or indirectly, derivatively or otherwise: (a)  
9 commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other  
10 proceeding (including any judicial, arbitral, administrative or other proceeding) in any forum; (b) enforcing,  
11 attaching (including any prejudgment attachment), collecting, or in any way seeking to recover any  
12 judgment, award, decree, or other order; (c) creating, perfecting or in any way enforcing in any matter,  
13 directly or indirectly, any lien or encumbrance; and/or (d) setting off, seeking reimbursement or  
14 contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any  
15 amount against any liability or obligation that is discharged under Section 13.3 or exculpated under Section  
16 13.6.

17 ***13.8. Releases by the Debtor.*** As of the Effective Date, except for the rights that remain in  
18 effect from and after the Effective Date to enforce the Plan and the Confirmation Order, pursuant to  
19 Section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which  
20 is hereby confirmed, including the service of the Released Parties and Settling Insurers, and each of  
21 them, to facilitate and implement the reorganization of the Debtor, as an integral component of the  
22 Plan, the Debtor, the Reorganized Debtor, and the Estate shall, and shall be deemed to, expressly,  
23 conclusively, absolutely, unconditionally, irrevocably, and forever release and discharge each and all  
24 of the Released Parties and Settling Insurers of and from any and all Causes of Action (including  
25 Avoidance Actions), any and all other Claims, obligations, rights, demands, suits, judgments, damages,  
26 debts, remedies, losses and liabilities of any nature whatsoever (including any derivative claims or  
27 Causes of Action asserted or that may be asserted on behalf of the Debtor, the Reorganized Debtor, or  
28 the Estate), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or

1 unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, contract, tort or  
2 otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act, omission,  
3 transaction, event, or other circumstance taking place or existing on or before the Effective Date  
4 (including before the Petition Date) in connection with or related to the Debtor, the Reorganized  
5 Debtor, the Estate, their respective assets and properties, the Chapter 11 Case, the Plan Documents,  
6 and any related agreements, instruments, and other documents created or entered into before or  
7 during the Chapter 11 Case, the pursuit of entry of the Confirmation Order, the administration and  
8 implementation of the Plan, including the distribution of property under the Plan, or any other related  
9 agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence  
10 taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding  
11 anything to the contrary in the foregoing, the releases set forth in this Section 13.8 shall not be  
12 construed as releasing any post-Effective Date obligations of any Person or Entity under the Plan or  
13 any document, instrument, or agreement executed to implement the Plan or reinstated under the Plan.

14 ***13.9. Releases by Holders of Abuse Claims.*** As of the Effective Date, except for the rights  
15 that remain in effect from and after the Effective Date to enforce the Plan and the Confirmation Order,  
16 pursuant to Section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the  
17 adequacy of which is hereby confirmed, including the service of the Released Parties to facilitate and  
18 implement the reorganization of the Debtor, as an integral component of the Plan, and except as  
19 otherwise expressly provided in the Plan or the Confirmation Order, to the maximum extent permitted  
20 under applicable law, as such law may be extended subsequent to the Effective Date, all Holders of  
21 Abuse Claims (including without limitation Unknown Abuse Claims and any Abuse Claims that are  
22 Disputed Claims) that have not affirmatively opted out of the Releases pursuant to Section 6.2 of the  
23 Plan, shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally, irrevocably,  
24 and forever discharge and release each and all of the Released Parties and their respective property  
25 and successors and assigns of and from all Abuse Claims and any and all Claims and Causes of  
26 Action whatsoever, whether known or unknown, asserted or unasserted, derivative or direct,  
27 foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort,  
fraud, contract, veil piercing or alter-ego theories of liability, successor liability, contribution,

1 indemnification, joint liability, or otherwise, arising from or related in any way to such Abuse  
2 Claims.

3 ***13.10. Injunction Related to Releases.*** As of the Effective Date, all Holders of Claims that are  
4 the subject of Section 13.9 of the Plan are, and shall be, expressly, conclusively, absolutely,  
5 unconditionally, irrevocably, and forever stayed, restrained, prohibited, barred and enjoined from  
6 taking any of the following actions against any Released Party or its property or successors or assigns  
7 on account of or based on the subject matter of such Claims, whether directly or indirectly,  
8 derivatively or otherwise: (a) commencing, conducting or continuing in any manner, directly or  
9 indirectly, any suit, action or other proceeding (including any judicial, arbitral, administrative or  
10 other proceeding) in any forum; (b) enforcing, attaching (including, without limitation, any  
11 prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree,  
12 or other order; (c) creating, perfecting or in any way enforcing in any matter, directly or indirectly,  
13 any lien or encumbrance; and/or (d) setting off, seeking reimbursement or contributions from, or  
14 subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against  
15 any liability or obligation that is discharged under Section 13.3 of the Plan or released under Section  
16 13.9 of the Plan.

17 ***13.11. Disallowed Claims.*** On and after the Effective Date, the Debtor and the Reorganized  
18 Debtor shall be fully and finally discharged of any and all liability or obligation on any and all Disallowed  
19 Claims, and any order Disallowing a Claim that is not a Final Order as of the Effective Date solely because  
20 of an Entity's right to move for reconsideration of such Order pursuant to Section 502 of the Bankruptcy  
21 Code or Bankruptcy Rule 3008 shall nevertheless become and be deemed to be a Final Order on and as of  
22 the Effective Date. The Confirmation Order, except as otherwise provided herein, shall constitute an order  
23 Disallowing all Claims to the extent such Claims are not allowable under any provision of Section 502 of  
24 the Bankruptcy Code, including time-barred Claims, and Claims for unmatured interest.

25 ***13.12. Channeling Injunction.*** IN CONSIDERATION OF THE UNDERTAKINGS  
26 UNDER THIS PLAN BY THE RELEASED PARTIES, THEIR CONTRIBUTIONS TO THE  
27 SURVIVORS' TRUST, AND OTHER CONSIDERATION AND TO FURTHER PRESERVE AND  
28 PROMOTE THE AGREEMENTS AMONG THE RELEASED PARTIES AND THE SETTLING

PLAN OF REORGANIZATION, Dated November 8, 2024

1 INSURERS AND TO SUPPLEMENT WHERE NECESSARY THE INJUNCTIVE EFFECT OF  
2 THE DISCHARGE AS PROVIDED IN SECTIONS 524 AND 1141 OF THE BANKRUPTCY  
3 CODE, AND PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE:

4                   13.13.1.     **ANY AND ALL CHANNELLED CLAIMS, INCLUDING WITHOUT**  
5 **LIMITATION UNKNOWN ABUSE CLAIMS, ARE CHANNELLED INTO THE SURVIVORS'**  
6 **TRUST AND SHALL BE TREATED, ADMINISTERED, DETERMINED, RESOLVED AND PAID**  
7 **IN THE AMOUNTS AS PROVIDED BY THE SURVIVORS' TRUST DISTRIBUTION PLAN AND**  
8 **PROCEDURES ESTABLISHED UNDER THIS PLAN AND THE SURVIVORS' TRUST**  
9 **AGREEMENT AS THE SOLE AND EXCLUSIVE REMEDY FOR ALL HOLDERS OF**  
10 **CHANNELLED CLAIMS; AND**

11                   13.13.2.     **ALL PERSONS WHO HELD OR ASSERTED, HOLD OR ASSERT,**  
12 **OR MAY IN THE FUTURE HOLD OR ASSERT ANY CHANNELLED CLAIMS ARE HEREBY**  
13 **PERMANENTLY STAYED, ENJOINED, BARRED AND RESTRAINED FROM TAKING ANY**  
14 **ACTION, DIRECTLY OR INDIRECTLY, FOR THE PURPOSES OF ASSERTING,**  
15 **ENFORCING, OR ATTEMPTING TO ASSERT OR ENFORCE ANY CHANNELLED CLAIM**  
16 **AGAINST THE RELEASED PARTIES AND THE SETTLING INSURERS, INCLUDING: (i)**  
17 **COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER**  
18 **PROCEEDING OF ANY KIND WITH RESPECT TO ANY CHANNELLED CLAIM AGAINST**  
19 **ANY OF THE RELEASED PARTIES OR SETTLING INSURERS OR AGAINST THE**  
20 **PROPERTY OF ANY OF THE RELEASED PARTIES OR SETTLING INSURERS; (ii)**  
21 **ENFORCING, ATTACHING, COLLECTING OR RECOVERING, BY ANY MANNER OR**  
22 **MEANS, FROM ANY OF THE RELEASED PARTIES OR THE PROPERTY OF ANY OF THE**  
23 **RELEASED PARTIES OR SETTLING INSURERS, ANY JUDGMENT, AWARD, DECREE, OR**  
24 **ORDER WITH RESPECT TO ANY CHANNELLED CLAIM AGAINST ANY OF THE RELEASED**  
25 **PARTIES OR SETTLING INSURERS; (iii) CREATING, PERFECTING OR ENFORCING ANY**  
26 **LIEN OF ANY KIND RELATING TO ANY CHANNELLED CLAIM AGAINST ANY OF THE**  
27 **RELEASED PARTIES OR SETTLING INSURERS OR THE PROPERTY OF THE RELEASED**  
28 **PARTIES OR SETTLING INSURERS; (iv) ASSERTING, IMPLEMENTING OR**

PLAN OF REORGANIZATION, Dated November 8, 2024

1 EFFECTUATING ANY CHANNELED CLAIM OF ANY KIND AGAINST ANY OBLIGATION  
2 DUE ANY OF THE RELEASED PARTIES OR SETTLING INSURERS, ANY OF THE  
3 RELEASED PARTIES OR SETTLING INSURERS, OR THE PROPERTY OF ANY OF THE  
4 RELEASED PARTIES OR SETTLING INSURERS; (v) TAKING ANY ACT, IN ANY MANNER,  
5 IN ANY PLACE WHATSOEVER, THAT DOES NOT CONFORM TO, OR COMPLY WITH,  
6 THE PROVISIONS OF THIS PLAN OR THE SURVIVORS' TRUST DOCUMENTS; AND (vi)  
7 ASSERTING OR ACCOMPLISHING ANY SETOFF, RIGHT OF INDEMNITY,  
8 SUBROGATION, CONTRIBUTION OR RECOUPMENT OF ANY KIND AGAINST ANY  
9 OBLIGATION DUE TO ANY OF THE RELEASED PARTIES OR SETTLING INSURERS.

10 ***13.13. Provisions Relating to the Channeling Injunction.***

11 13.13.1. *Modifications.* The Channeling Injunction is a permanent injunction. It  
12 shall not be modified, dissolved, or terminated.

13 13.13.2. *Non-Limitation.* Nothing in the Plan or the Survivors' Trust Documents  
14 shall or shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling  
15 Injunction or the assumption by the Survivors' Trust of all liability with respect to the Abuse Claims.

16 13.13.3. *Bankruptcy Rule 3016 Compliance.* The Debtor's compliance with the  
17 requirements of Bankruptcy Rule 3016 shall not constitute or be deemed to constitute an admission that  
18 the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.

19 13.13.4. *No Duplicative Recovery.* In no event shall any Holder of an Abuse Claim  
20 be entitled to receive any payment, reimbursement, or restitution from any Released Party under any  
21 theory of liability for the same loss, damage, or other Abuse Claim that is reimbursed by the Survivors'  
22 Trust or is otherwise based on the same events, facts, matters, or circumstances that gave rise to the  
23 applicable Abuse Claim. This provision does not prohibit the Survivors' Trust from pursuing recovery  
24 from Non-Settling Insurers for coverage of an Abuse Claim for which the Holder of such Abuse Claim  
25 has received a recovery from the Survivors' Trust.

26 ***13.14. Effect of Channeling Injunction.*** The Channeling Injunction is an integral part of this Plan  
27 and is essential to this Plan's consummation and implementation. It is intended that the channeling of the  
28 Channeled Claims as provided in Section 13.12 of the Plan shall inure to the benefit of the Released Parties

1 and the Settling Insurers. In any action to enforce the injunctive provisions of Section 13.12 of the Plan  
2 against a Holder of a Claim whereby it is held by a Final Order that such Holder willfully violated the terms  
3 of Section 13.12 of the Plan, the moving party may seek an award of costs including reasonable attorneys'  
4 fees against such Holder, and such other legal or equitable remedies as are just and proper, after notice and  
5 a hearing. The Channeling Injunction does not bar claims against any Non-Settling Insurer except to the  
6 extent a Non-Settling Insurer becomes a Settling Insurer.

7 **ARTICLE XIV**  
8 **MODIFICATION**

9 ***14.1. Modification of the Plan.***

10 14.1.1. To the fullest extent permitted under Section 1127 of the Bankruptcy Code, the  
11 Plan may be altered, amended or modified by the Debtor (or Reorganized Debtor as appropriate) at any  
12 time prior to its substantial consummation.

13 14.1.2. In the event of any modification, alteration or amendment on or before  
14 Confirmation, any votes to accept or reject this Plan shall be deemed to be votes to accept or reject this  
15 Plan as modified, unless the Court finds that the modification, alteration or amendment materially and  
16 adversely affects the rights of parties in interest which have cast said votes.

17 ***14.2. Correction of Defects.*** Following the Effective Date, the Reorganized Debtor may initiate  
18 a proceeding or motion in the Court in order to remedy any defects or omissions, or to reconcile any  
19 inconsistencies, in the Plan or the Confirmation Order, upon notice of such proceedings or motion served  
20 on all parties listed in the Post-Confirmation Notice List and any other parties who may be materially and  
21 adversely affected.

22 ***14.3. Savings Clause.*** Any minor defect or inconsistency in the Plan may be corrected or  
23 amended by the Confirmation Order.

24 ***14.4. Remedy of Defects.*** After the Effective Date, the Reorganized Debtor may, with approval  
25 of the Court, and so long as it does not materially and adversely affect the interests of Holders of Claims,  
26 remedy any defect or omission or reconcile any inconsistencies in the Plan or in the Confirmation Order

in such manner as may be necessary to carry out the purposes and effect of the Plan and in form and substance satisfactory to the Reorganized Debtor.

## **ARTICLE XV RETENTION OF JURISDICTION**

**15.1. Scope of the Bankruptcy Court's Retained Jurisdiction.** The Bankruptcy Court shall retain and have jurisdiction over the Chapter 11 Case for all purposes provided by the Bankruptcy Code, including for the following purposes:

15.1.1. To hear and determine motions for the assumption or rejection of Executory Contracts or Unexpired Leases, if any are pending on the Effective Date and not otherwise determined by Confirmation, and the allowance of Claims resulting therefrom.

#### 15.1.2. To grant full and complete relief upon the request of the Reorganized Debtor.

15.1.3. To determine any and all objections to the allowance of Claims and to allow, disallow, estimate, liquidate or determine any Claim.

15.1.4. To determine any and all applications for compensation and reimbursement of expenses and any other fees and expenses authorized to be paid or reimbursed under the Bankruptcy Code or the Plan which accrued on or prior to the Confirmation Date.

15.1.5. To determine any and all applications, adversary proceedings and contested or litigated matters (a) that may be pending on the Effective Date, except as provided in the Confirmation Order; or (b) which shall be commenced on or after the Effective Date and be properly before the Bankruptcy Court.

15.1.6. To consider any modifications of the Plan, any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order, to the extent authorized by the Bankruptcy Code.

15.1.7. To implement the provisions of the Plan and to issue orders in aid of execution of the Plan to the extent authorized by Section 1142 of the Bankruptcy Code.

15.1.8. To resolve any disputes and otherwise hear such additional matters brought by the Survivors' Trustee or otherwise related to the Survivors' Trust Assets or to the fulfillment of the Survivors' Trustee's duties pursuant to the Plan and the Survivors' Trust Documents.

1                   15.1.9. To hear and determine disputes arising in connection with the interpretation,  
2 implementation or enforcement of the Plan.

3                   15.1.10.       To enter a Final Decree and orders reopening the Chapter 11 Case as  
4 appropriate after entry of a Final Decree, *provided that* the Bankruptcy Court shall retain jurisdiction to  
5 enter an order terminating the Survivors' Trust and discharging the Survivors' Trustee in accordance with  
6 the terms of the Survivors' Trust, notwithstanding the issuance of the Final Decree and closing of the  
7 Chapter 11 Case and without the necessity of reopening the Chapter 11 Case.

8                   15.1.11.      To hear any other matter consistent with the Bankruptcy Code.

9                   **15.2. *Failure of Bankruptcy Court to Exercise Jurisdiction.*** If the Bankruptcy Court abstains  
10 from exercising or declines to exercise jurisdiction or is otherwise without jurisdiction over any matter  
11 arising out of the Chapter 11 Case, including matters set forth in this Article XV, such lack of jurisdiction  
12 will not diminish, control, prohibit, or limit the exercise of jurisdiction by any other court having  
13 competent jurisdiction with respect to such matter.

14                   ARTICLE XVI  
15                   MISCELLANEOUS PROVISIONS

16                   **16.1. *Enforcement.*** The Reorganized Debtor may take such actions, including the initiation of  
17 proceedings or the prosecution of a motion, as may be reasonably necessary in order to interpret or enforce  
18 the purposes and intent of the Plan.

19                   16.1.1. *Forum for Enforcement.* Subject to the retained jurisdiction of the Bankruptcy  
20 Court, any motion or proceeding to enforce the Plan may be brought before the Bankruptcy Court or any  
21 other court of competent jurisdiction.

22                   16.1.2. *Expenses of Enforcement.* In the event that any action, motion, contested matter,  
23 complaint, answer, counterclaim, cross-claim or other action is filed or taken by the Reorganized Debtor  
24 either in the Bankruptcy Court or otherwise, in order to enforce or interpret any terms of the Plan or the  
25 Confirmation Order, or any order or agreement made in implementation of the Plan, the prevailing party  
26 in such matter (as determined by a court of competent jurisdiction) shall be entitled to recover from any  
27 opposing party its expenses, including reasonable attorneys' fees and costs, incurred in such matter.

1        **16.2. Exemption from Certain Transfer Taxes and Recording Fees.** Pursuant to Section  
2 1146(c) of the Bankruptcy Code, the issuance, transfer, or exchange of a security, or the making or  
3 delivery of an instrument of transfer under the Plan may not be taxed under any law imposing a stamp tax  
4 or similar tax. The taxes from which such transfers are exempt include stamp taxes, recording taxes, sales  
5 and use taxes, transfer taxes, and other similar taxes.

6        **16.3. Effectuating Documents.** The Debtor or the Reorganized Debtor, as the case may be, is  
7 authorized to execute, deliver, file, or record such contracts, instruments, releases, and other agreements  
8 or documents and take such actions as may be necessary or appropriate to implement, effectuate, and  
9 further evidence the terms and conditions of the Plan and any notes or interests issued pursuant to the  
10 Plan.

11        **16.4. Governing Law.** Unless a rule of law or procedure is supplied by federal law, including  
12 the Bankruptcy Code and the Bankruptcy Rules, the laws of the State of California (without reference to  
13 its conflict of law rules) will govern the construction and implementation of the Plan and any agreement,  
14 documents, and instruments executed in connection with the Plan unless otherwise specifically provided  
15 in such agreements, documents, or instruments.

16        **16.5. Integration.** The provisions of this Plan and the Confirmation Order shall supersede any  
17 and all prior agreements, documents, understandings, written or otherwise, in respect of any Claim, and  
18 the treatment or satisfaction thereof, except as provided in any order of the Court. All such prior  
19 agreements, documents or understandings are merged herein, and no Person may thereafter pursue or  
20 prosecute any Claim or demand arising out of or pertaining to such superseded agreements, documents or  
21 understandings as against the Debtor or Reorganized Debtor.

22        **16.6. Inconsistency.** In the event of any inconsistency between the Plan and any Exhibit to the  
23 Plan or any other instrument or document created or executed pursuant to the Plan, including the  
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1 Survivors' Trust Documents, the Plan shall govern. In the event of any inconsistency between the Plan  
2 or any other document and the Confirmation Order, the Confirmation Order shall govern.

3 **16.7. Section Headings.** Headings are used in the Plan for convenience and reference only and  
4 shall not affect in any way the meaning or interpretation of the Plan or constitute a part of the Plan for any  
5 other purpose.

6 **16.8. Severability.** If any provision in the Plan is determined to be unenforceable, the  
7 determination will in no way limit or affect the enforceability and operative effect of any other provision  
8 of the Plan.

9 **ARTICLE XVII**  
10 **REQUEST FOR CONFIRMATION**

11 **17.1. Confirmation Pursuant to § 1129(b).** If necessary, the Debtor requests Confirmation of  
12 the Plan pursuant to Section 1129(b) of the Bankruptcy Code.

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15 [signature on the next page]  
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1 DATED: November 8, 2024

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**THE ROMAN CATHOLIC BISHOP OF  
OAKLAND**

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By: /s/ Attila Bardos  
Attila Bardos  
Chief Financial Officer

Presented by:

**FOLEY & LARDNER LLP**

Thomas F. Carlucci

Shane J. Moses

Ann Marie Uetz

Matthew D. Lee

Mark C. Moore

/s/Shane J. Moses

Shane J. Moses

*Counsel for the Debtor  
and Debtor in Possession*

### Schedule 1.1.20

## Legal Description of Cathedral Property Parcel

## LEGAL DESCRIPTION OF LAND - CATHEDRAL

Real property in the City of Oakland, County of Alameda, State of California, described as follows:

Parcel 2, Parcel Map 6031, filed March 4, 1991 in Book 196, Pages 41 and 42 of Maps, Alameda County Records.

APN: 008-0653-024

### Schedule 1.1.27

## Schedule of Churches

## Church Listing

Church Names	City
HOLY SPIRIT/NEWMAN HALL CHURCH	BERKELEY
ST. MARY MAGDALEN CHURCH	BERKELEY
CATHEDRAL OF CHRIST THE LIGHT	OAKLAND
ST. THERESA CHURCH	OAKLAND
ST. PATRICK MISSION	CROCKETT
ST. BARNABAS CHURCH	ALAMEDA
ST. JOSEPH BASILICA	ALAMEDA
ST. AMBROSE CHURCH	BERKELEY
OUR LADY OF GRACE CHURCH	CASTRO VALLEY
TRANSFIGURATION CHURCH	CASTRO VALLEY
ST. RAYMOND PENAFORT CHURCH	DUBLIN
CORPUS CHRISTI CHURCH	FREMONT
HOLY SPIRIT CHURCH	FREMONT
ST. JAMES THE APOSTLE CHURCH	FREMONT
ST. JOSEPH CHURCH	FREMONT
OUR LADY OF GUADALUPE CHURCH	FREMONT
ALL SAINTS CHURCH	HAYWARD
ST. BEDE CHURCH	HAYWARD
ST. CLEMENT CHURCH	HAYWARD
ST. JOACHIM CHURCH	HAYWARD
ST. CHARLES BORROMEO CHURCH	LIVERMORE
ST. MICHAEL CHURCH	LIVERMORE
ST. EDWARD CHURCH	NEWARK
ST. AUGUSTINE CHURCH	OAKLAND
ST. BENEDICT CHURCH	OAKLAND
ST. BERNARD CHURCH	OAKLAND
ST. ELIZABETH CHURCH	OAKLAND
ST. LEO THE GREAT CHURCH	OAKLAND
OUR LADY OF LOURDES CHURCH	OAKLAND
ST. MARGARET MARY CHURCH	OAKLAND
ST. PATRICK CHURCH	OAKLAND
SACRED HEART CHURCH	OAKLAND
CORPUS CHRISTI CHURCH	PIEDMONT
CATHOLIC COMMUNITY of PLEASANTON	PLEASANTON
CHURCH OF THE ASSUMPTION	SAN LEANDRO
OUR LADY OF GOOD COUNSEL	SAN LEANDRO
ST. FELICITAS CHURCH	SAN LEANDRO
ST. LEANDER CHURCH	SAN LEANDRO
ST. JOHN THE BAPTIST CHURCH	SAN LORENZO
OUR LADY OF THE ROSARY CHURCH	UNION CITY
ST. ANNE CHURCH	UNION CITY
ST. IGNATIUS OF ANTIOCH CHURCH	ANTIOCH
IMMACULATE HEART of MARY CHURCH	BRENTWOOD
ST. AGNES CHURCH	CONCORD
ST. BONAVENTURE CHURCH	CONCORD
ST. FRANCIS OF ASSISI CHURCH	CONCORD

## Church Listing

<b>Church Names</b>	<b>City</b>
QUEEN OF ALL SAINTS CHURCH	CONCORD
ST. ROSE OF LIMA CHURCH	CROCKETT
ST. ISIDORE CHURCH	DANVILLE
ST. JEROME CHURCH	EL CERRITO
ST. JOHN THE BAPTIST CHURCH	EL CERRITO
ST. CALLISTUS CHURCH	EL SOBRANTE
ST. PERPETUA CHURCH	LAFAYETTE
ST. CATHERINE OF SIENA CHURCH	MARTINEZ
ST. MONICA CHURCH	MORAGA
ST. ANTHONY CHURCH	OAKLEY
SANTA MARIA CHURCH	ORINDA
ST. JOSEPH CHURCH	PINOLE
CHURCH OF THE GOOD SHEPHERD	PITTSBURG
OUR LADY QUEEN OF THE WORLD	BAY POINT
ST. PETER MARTYR CHURCH	PITTSBURG
CHRIST THE KING CHURCH/ST. STEPHEN CHURCH	PLEASANT HILL/WALNUT CREEK
OUR LADY OF MERCY CHURCH	POINT RICHMOND
ST. CORNELIUS CHURCH	RICHMOND
ST. DAVID OF WALES CHURCH	RICHMOND
ST. PATRICK CHURCH	RODEO
ST. JOAN OF ARC CHURCH	SAN RAMON
ST. ANNE CHURCH	WALNUT CREEK
ST. JOHN VIANNEY CHURCH	WALNUT CREEK
ST. MARY CHURCH	WALNUT CREEK
DIVINE MERCY CHURCH	OAKLAND DIVIMERCC
ST. MARK CHURCH	RICHMOND
ST. ANTHONY	MARY HELP OF CHRISTIANS
ST. COLUMBA CHURCH	OAKLAND
ST. JARLATH CHURCH	OAKLAND
ST. LOUIS BERTRAND	OAKLAND
MOST HOLY ROSARY CHURCH	ANTIOCH
ST. JOSEPH THE WORKER CHURCH	BERKELEY
ST. ANNE CHURCH	BYRON
ST. PAUL CHURCH	SAN PABLO
ST. PHILIP NERI	ST. ALBERT THE GREAT CHURCH ALAMEDA

### Schedule 1.1.71

## Legal Description of Livermore Property

## LEGAL DESCRIPTION LIVERMORE PROPERTY

REAL Property in the Unincorporated Area, County of Alameda, State of California, described as follows:

Commencing at [h] Southeasterly corner of that certain 0.157 of an acre parcel of land described in the deed to the State of California recorded September 30, 1952 in Volume 6837, Page 111, Official Records of Alameda County; thence North 2° 26' 15" East, 10.11 feet to the Northerly line of said parcel; thence along said Northerly line South 83° 57' 10" west, 684.28 feet; thence South 1° 31' 50" East, 40.12 feet; hence North 83° 57' 10" East, 583.02 feet; thence along a tangent curve to the right with a radius of 0 feet, through an angle of 61° 36' 54" an arc distance of 53.77 feet to the Westerly line of that certain 0.047 of an acre, parcel of land conveyed to the State of California by deed recorded June 1, 1953 in Volume 7043, Page 61, Official Records of Alameda County; thence along said Westerly line South 2° 26' 15" West, 212.44 feet; thence South 86° 42' 45" East, 25.00 feet; thence South 3° 17' 15" West, 43.00 feet to a point distant North 3° 17' 15" East, 237.00 feet from Engineer's Station 690 + 70.00 on the "A4" line of the Department of Public Works' survey for the State freeway, in Alameda County, road IV-Ala-5-F; thence South 86° 42' 45" East, 15.64 feet; thence North 2° 26' 15' East, 318.86 feet; thence North 83° 57' 10" East, 10.11 feet to the point of commencement,

As described in the Relinquishment of State Highway in the County of Alameda recorded June 10, 1956, Book 806, Page 455, and being a portion of Las Colinas Road.

## FIRST AMERICAN TITLE